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सं. 10] नई दिल्ली, मार्च 4-मार्च 10, 2007, शनिवार/फाल्गुन 13-फाल्गुन 19, 1928
No. 10] NEW DELHI, MARCH 4-MARCH 10, 2007, SATURDAY/PHALGUNA 13-PHALGUNA 19, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II-खण्ड 3-उप खण्ड (II)
PART II-Section 3-Sub-section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 28 फरवरी, 2007

का.आ. 674.—केन्द्रीय सरकार दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अपर लोक अभियोजक के रूप में श्री रियाज फकीर मोहम्मद लाम्बे, अधिवक्ता की मुंबई उच्च न्यायालय में भारत संघ या केन्द्रीय सरकार के किसी विभाग या कार्यालय द्वारा या उसके विरुद्ध सभी दंडिक मामले जिसके अंतर्गत दंडिक रिट याचिकाएं, दंडिक अपीलें, दंडिक पुनरीक्षण, दंडिक निर्देश और दंडिक आवेदन भी हैं, संचालन करने के प्रयोजन के लिए इस शर्त के अधीन रहते हुए कि श्री रियाज फकीर मोहम्मद लाम्बे, अधिवक्ता तीन वर्ष की विस्तारित अवधि के दौरान भारत संघ या केन्द्रीय सरकार के किसी विभाग या केन्द्रीय सरकार के किसी कार्यालय के विरुद्ध ऊपर निर्दिष्ट किसी दंडिक मामले में मुंबई उच्च न्यायालय में उपसंजात नहीं होंगे 28 अक्टूबर, 2006 से तीन वर्ष की अतिरिक्त अवधि के लिए या अगले आदेश तक इनमें से जो भी पूर्वतर हो, कि नियुक्ति की अवधि का विस्तार करती है।

[फा. सं. 23(2)/2007-न्यायिक]

आर. एम. शर्मा, अपर सचिव

टिप्पण :- पूर्व अधिसूचना भारत के राजपत्र में सा.का.नि.सं. 377 तारीख 28 अक्टूबर, 1997 द्वारा प्रकाशित की गई थी।

MINISTRY OF LAW AND JUSTICE
(Department of Legal Affairs)

New Delhi, the 28th February, 2007

S.O. 674.—In exercise of the powers conferred by sub-section (1) of Section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby extends the term of appointment of Shri Riyaz Fakir Mohammed Lambay, Advocate as Additional Public Prosecutor for the purpose of conducting all criminal cases including Criminal Writ Petitions, Criminal Appeals, Criminal Revisions, Criminal References and Criminal Applications by or against the Union of India or any Department or Office of the Central Government, in the High Court of Judicature at Mumbai, with effect from 28th October, 2006, for a further period of three years or until further orders, whichever is earlier, subject to the condition that Shri Riyaz Fakir Mohammed Lambay, Advocate shall not appear against the Union of India or any Department or Office of the Central Government in any criminal case referred to above in the High Court of Judicature at Mumbai during the extended period of three years.

[F. No. 23(2)/2007-Judl.]

R. M. SHARMA, Addl. Secy.

Note: The previous notification was published in the Gazette of India vide G. S. R. No. 377, dated 28th October, 1997

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 2 मार्च, 2007

का.आ. 675.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी 56 पीसीआर 2005 दिनांक 14 मार्च, 2005 और तमिलनाडु राज्य सरकार की अधिसूचना सं. जी. ओ. एमएस. सं. 1256 दिनांक 29-12-2006 द्वारा प्राप्त सहमति से सर्वश्री एस. पांडियन पूर्व उपाध्यक्ष, तत्कालीन ग्लोबल ट्रस्ट बैंक, माइलापोर शाखा चेन्नई, श्रीधर सुबाश्री, पूर्व कार्यकारी निदेशक, तत्कालीन ग्लोबल ट्रस्ट बैंक लि., आर. एस. हुगार पूर्व सीएमडी तत्कालीन ग्लोबल ट्रस्ट बैंक लि., एस. बी. नागराज रेड्डी, प्रबंध निदेशक, मैसर्स पर्ल डिस्टिलरी लि., चेन्नई, के. अनिल कुमार रेड्डी, निदेशक, मैसर्स पर्ल डिस्टिलरी लि., चेन्नई, आर. रघुराम, मैसर्स पर्ल डिस्टिलरी लि., चेन्नई और जे. गोपाल रेड्डी, निदेशक, मैसर्स क्यवल्या एग्रो फार्मस (पी), लि. और किन्हीं अन्य लोकसेवकों अथवा व्यक्तियों के विरुद्ध उनके कपटपूर्ण कृत्यों के लिए अर्थात् मैसर्स पर्ल डिस्टिलरी और अन्य कम्पनियों के खातों में साखसुविधाओं की मंजूरी और वितरण की गंभीर अनियमितताओं के फलस्वरूप 2000-2002 की अवधि के दौरान ग्लोबल ट्रस्ट बैंक को 10.28 करोड़ रुपए का धोखा देने के लिए भारतीय दंड संहिता की धारा 120-बी संपठित धारा 409 और 420 के अधीन दंडनीय अपराधों तथा तत्संबंधी सारभूत अपराधों और उक्त अपराधों से संबंधित तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक और तमिलनाडु राज्य पर करती है।

[सं. 228/11/2007-ए वी डी-II]

चंद्र प्रकाश, अवर सचिव

**MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS**

(Department of Personnel and Training)

New Delhi, the 2nd March, 2007

S.O. 675.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Karnataka has been received *vide* Notification No. HD 56 PCR 2005 dated 14th March 2005, and State Government of Tamil Nadu *vide* Notification No. G. O. Ms. No. 1256 dated 29-12-2006, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the States of Karnataka and Tamil Nadu for investigation of offences punishable under Section 120-B IPC r/w 409 and 420 IPC and substantive offences thereof against S/Shri S. Pandian formerly Vice President, erstwhile Global Trust Bank,

Mylapore Branch, Chennai, Sridhar Subsari, formerly Executive Director of erstwhile Global trust Bank Ltd., R. S. Hugar formerly CMD of erstwhile Global Trust Bank Ltd., S.V. Nagraj Reddy, Managing Director M/s. Pearl Distillery Ltd., Chennai, K. Anil Kumar Reddy, Director, M/s. Pearl Distillery Ltd., Chennai, R. Raghuram, Director M/s. Pearl Distillery Ltd., Chennai and J. Gopal Reddy, Director, M/s. Kyvalya Agro Farms (P) Ltd., for their fraudulent acts *i.e.* serious irregularities in sanction and disbursement of credit facilities in the accounts of M/s. Pearl Distillery and other companies and thereby cheating Global Trust Bank to the tune of Rs. 10.28 crores during the period 2000-2002, and any other public servants or persons in relation to, or in connection with the said offences, and any other offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/11/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(व्यय विभाग)

नई दिल्ली, 22 फरवरी, 2007

का.आ. 676.—भविष्य निधि अधिनियम, 1925 (1925 का 9) की धारा 8 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निम्नलिखित सार्वजनिक संस्थान का नाम उक्त अधिनियम की अनुसूची में शामिल करती है, अर्थात्:—
“गणितीय विज्ञान संस्थान, चेन्नई”।

[सं. 4 (2)—संस्था.V/2006(I)]

मनीष कुमार, उप सचिव (प्रशासन)

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 22nd February, 2007

S.O. 676.—In exercise of the powers conferred by sub-section (3) of Section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act, the name of the following institution, namely:—

“Institute of Mathematical Sciences, Chennai”.

[No. 4 (2)-EV/2006(I)]

MANISH KUMAR, Dy. Secy.

नई दिल्ली, 22 फरवरी, 2007

का.आ. 677.—भविष्य निधि अधिनियम, 1925 (1925 का 9) की धारा 8 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निदेश देती है कि उक्त अधिनियम के उपबंध (धारा-6 “क” को छोड़कर) उक्त अधिनियम की अनुसूची में विनिर्दिष्ट “गणितीय विज्ञान संस्थान, चेन्नई” के कर्मचारियों के लाभार्थ स्थापित भविष्य निधि पर भी लागू होंगे।

[सं. 4 (2)—संस्था.V/2006 (II)]

मनीष कुमार, उप सचिव

New Delhi, the 22nd February, 2007

S.O. 677.—In exercise of the powers conferred by sub-section (2) of Section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the provisions of the said Act (except section 6A) shall apply to the Provident Fund established for the benefit of the employees of the 'Institute of Mathematical Sciences, Chennai'.

[No. 4(2)-EV/2006(II)]

MANISH KUMAR, Dy. Secy.

(राजस्व विभाग)

कार्यालय : आयुक्त, केन्द्रीय उत्पाद शुल्क

आयुक्तालय : जयपुर-प्रथम

जयपुर, 28 फरवरी, 2007

सं : 01-सीमा शुल्क (एन टी) 2007

सीमा शुल्क

का.आ. 678.—सीमा शुल्क अधिनियम, 1962 की धारा 152 के खण्ड (ए) के तहत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94 सीमा शुल्क (एन टी) दिनांक प्रथम जुलाई, 1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, जयन्त मिश्र, आयुक्त, केन्द्रीय उत्पाद शुल्क, जयपुर-प्रथम एतद्वारा, शतप्रतिशत ई.ओ.यू. स्थापित करने के उद्देश्य

(आर्थिक कार्य विभाग)

(वैकिंग प्रभाग)

नई दिल्ली, 27 फरवरी, 2007

का.आ. 679.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 (बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) और वित्तीय संस्था विधि (संशोधन) अधिनियम, 2006 के तहत यथा संशोधित) की धारा 9 की उप धारा 3 के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा नीचे दी गई सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में विनिर्दिष्ट व्यक्तियों के स्थान पर इसके कालम (1) में विनिर्दिष्ट राष्ट्रीयकृत बैंकों के निदेशक के रूप में तत्काल प्रभाव से और अगला आदेश होने तक नामित करती है :—

सारणी

क्रम सं.	बैंक का नाम	प्रस्तावित व्यक्ति का नाम	विद्यमान निदेशकों के नाम
(1)	(2)	(3)	(4)
1.	बैंक आफ इण्डिया	श्री ए. वी. सरदेशाई	श्री ए. के. खौड, मुख्य महाप्रबंधक, यू.बी.डी., मुम्बई
2.	केनरा बैंक	श्रीमती वाणी जे. शर्मा	श्री जी. श्रीनिवासन, मुख्य महाप्रबंधक, आरपीसीडी
3.	इण्डियन ओवरसीज बैंक	श्रीमती धिन्ना चंद्रमौलीरवरन	श्री सी.एस. मूर्ति, मुख्य महाप्रबंधक, आरपीसीडी
4.	बैंक आफ महाराष्ट्र	श्री एस. के. गोगिया	श्री एच. आर. खान, मुख्य महाप्रबंधक एवं प्रधानाचार्य, सीएबी, पुणे
5.	इण्डियन बैंक	श्री सी. आर. गोपालसुन्दरम	श्री एस. करुप्पसामी, मुख्य महाप्रबंधक एवं प्रधानाचार्य, आरबीएससी, चेन्नै

से सीमा शुल्क अधिनियम की धारा 9 के अन्तर्गत राजस्थान राज्य के कोटा जिले की लाडपुरा तहसील में ग्राम उम्मेदपुरा को भण्डारण स्टेशन (वेयर हाउसिंग स्टेशन) घोषित करता हूँ।

[फा.सं. पंचम (16)तक./सी.शु./1/2007]

जयन्त मिश्र, आयुक्त

(Department of Revenue)

OFFICE OF THE COMMISSIONER OF CENTRAL
EXCISE, JAIPUR-I

Jaipur, the 28th February, 2007

No. : 01-CUS(NT) 2007

CUSTOMS

S.O. 678.—In exercise of the powers conferred by Notification No. 33/94-Customs (NT), dated the 1st July, 1994, by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, issued under clause (a) of Section 152 of Customs Act, 1962. I, Jayant Mishra, Commissioner of Central Excise, Jaipur-I, hereby declare the Village-Ummadpura, Teh. Ladpura, Distt. Kota, in the state of Rajasthan to be warehousing station under Section 9 of the Customs Act, 1962 for the purpose of setting up 100% E.O.U.

[C. No. V(16)Tech./Cus/1/2007]

JAYANT MISHRA, Commissioner

(1)	(2)	(3)	(4)
6.	यूको बैंक	श्री एन. पी. सिन्हा	श्री संदीप घोष, मुख्य महाप्रबंधक, एचआरडीडी
7.	विजया बैंक	श्री के. वेंकटप्पा	श्री पी. कृष्णमूर्ति, मुख्य महाप्रबंधक, डीएनबीएस
8.	देना बैंक	श्री चंद्रा किशोर	श्री यू. एस. पालिवाल, मुख्य महाप्रबंधक, डीसीएम
9.	पंजाब नेशनल बैंक	श्री एल. एम. फोंसेका	डा. के. वी. राजन, आर.डी. भोपाल
10.	आंध्रा बैंक	श्री बी. महेश्वरन	श्री ए. पी. होता, मुख्य महाप्रबंधक, डीपीएसएस
11.	यूनाइटेड बैंक आफ इण्डिया	श्री टी. बन्धोपाध्याय	श्री विजय चुग, महाप्रबंधक
12.	बैंक आफ बडौदा	श्री ए. सोमसुन्दरम	श्री एच. एन. प्रसाद, प्रधान मुख्य महाप्रबंधक डीएपीएम
13.	ओरियंटल बैंक आफ कामर्स	श्री एस. के. न्यूलै	श्री करुणासागर, मुख्य महाप्रबंधक, निरीक्षण
14.	सिंडीकेट बैंक	श्री के. सीतारामू	श्री सलीम गंगाधरन, मुख्य महाप्रबंधक, फंड
15.	पंजाब एण्ड सिंध बैंक	श्री आर. सदानंदन	श्री एन.एस. विश्वनाथन, मुख्य महाप्रबंधक, यूबीडी
16.	कार्पोरेशन बैंक	श्री एम.ए. श्रीनिवासन	श्री सी.वी. जोर्ज, महाप्रबंधक एवं एमओएफ, आरबीएससी
17.	इलाहाबाद बैंक	श्री मोहम्मद ताहिर	श्री जी. पद्मानाभन, मुख्य महाप्रबंधक, डीआईटी
18.	सेंट्रल बैंक आफ इण्डिया	श्री एम.के. भट्टाचार्या	श्री के. सी. महापात्रा, मुख्य महाप्रबंधक
19.	यूनियन बैंक आफ इण्डिया	श्री के. शिव रामन	श्री एन. नारायण राव, आरडी

[सं. 9/2/2007-बी.ओ. I]

जी. बी. सिंह, उप सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 27th February, 2007

S. O. 679.—In exercise of the powers conferred by clause (c) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 (as amended vide Banking Companies (Acquisition and Transfer of Undertakings) and Financial Institutions Laws (Amendment) Act, 2006) read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970/1980, the Central Government, hereby nominates the persons specified in column (2) of the table below as Directors of Nationalized Banks specified in column (1) thereof in place of the persons specified in column (3) of said Table, with immediate effect and until further orders :—

TABLE

S. No.	Name of the Bank	Name of the persons proposed	Name of the existing Director
(1)	(2)	(3)	(4)
1.	Bank of India	Shri A. V. Sardesai	Shri A. K. Khound, CGM UBD Mumbai
2.	Canara Bank	Smt. Vani J. Sharma	Shri G. Srinivasan CGM RPCD
3.	Indian Overseas Bank	Smt. Chitra Chandramouliswaran	Shri C. S. Murthy, CGM RPCD
4.	Bank of Maharashtra	Shri S. K. Gogia	Shri H. R. Khan, CGM & Principal, CAB, Pune
5.	Indian Bank	Shri C. R. Gopalasundaram	Shri S. Karuppasamy, CGM & Principal RBSC, Chennai

(1)	(2)	(3)	(4)
6.	UCO Bank	Shri N. P. Sinha	Shri Sandip Ghose, CGM HRDD
7.	Vijaya Bank	Shri K. Venkatappa	Shri P. Krishnamurthy, CGM DNBS
8.	Dena Bank	Shri Chandra Kishore	Shri U. S. Paliwal, CGM DCM
9.	Punjab National Bank	Shri L. M. Fonseca	Dr. K. V. Rajan, RD Bhopal
10.	Andhra Bank	Shri B. Maheswaran	Shri A. P. Hota, CGM DPSS
11.	United Bank of India	Shri T. Bandopadhyay	Shri Vijay Chug, GM
12.	Bank of Baroda	Shri A. Somasundaram	Shri H. N. Prasad, Principal CGM DAPM
13.	Oriental Bank of Commerce	Shri S. K. Newlay	Shri Karunasagar, CGM Insp.
14.	Syndicate Bank	Shri K. Seetharamu	Shri Salim Gangadharan, CGM FED
15.	Punjab & Sind Bank	Shri R. Sadanandam	Shri N.S. Viswanathan, CGM UBD
16.	Corporation Bank	Shri M.A. Srinivasan	Shri C.V. George, GM and MOF RBSC
17.	Allahabad Bank	Shri Mohammad Tahir	Shri G. Padmanabhan, CGM DIT
18.	Central Bank of India	Shri M. K. Bhattacharya	Shri K. C. Mohapatra, CGM
19.	Union Bank of India	Shri K. Siva Raman	Shri N. Narayan Rao, RD

[F.No. 9/2/2007-BO.I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 1 मार्च, 2007

का.आ. 680.—भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 (1989 का 39) की धारा (6) की उपधारा (2) के साथ पठित धारा (6) की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री बसंत सेठ, महाप्रबंधक, बैंक आफ इंडिया को उनके कार्यभार ग्रहण करने की तारीख से चार वर्ष की अवधि के लिए अथवा अगला आदेश होने तक, जो भी पहले हो, 22050-500-24050 रुपए के वेतनमान में भारतीय लघु उद्योग विकास बैंक के पूर्णकालिक निदेशक (उप प्रबंध निदेशक के रूप में नामोद्दिष्ट) के रूप में नियुक्त करती है।

[फा. सं. 3/3/2004-आई एफ-1]

एम. साहु, अवर सचिव

New Delhi, the 1st March, 2007

S. O. 680.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section (6) read with sub-section (2) of Section (6) of the Small Industries Development Bank of India Act, 1989 (39 of 1989), the Central Government hereby appoints Shri Basant Seth, General Manager, Bank of India as a Whole Time Director (Designated as Deputy Managing Director), in the pay scale of Rs. 22050-500-24050 in SIDBI for a period of four years from the date of his taking over charge of the post or until further orders, whichever is earlier.

[F.No. 3/3/2004-IF-1]

M. SAHU, Under Secy.

नई दिल्ली, 1 मार्च, 2007

का.आ. 681.—भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 (1989 का 39) की धारा 6 उपधारा (1) के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री ए. प्रभाकर, बंगलौर, को श्री सत्य पाल के स्थान पर, इस अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगला

आदेश होने तक, जो भी पहले हो, भारतीय लघु उद्योग विकास बैंक (सिडबी) के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 24/5/2002-आई एफ-1]

एम. साहु, अवर सचिव

New Delhi, the 1st March, 2007

S. O. 681.—In exercise of the powers conferred by clause (e) of sub-section (1) of Section 6 of the Small Industries Development Bank of India Act, 1989 (39 of 1989), the Central Government hereby appoints Shri A. Prabhakara, bangalore, as a part-time non-official director on the Board of Directors of Small Industries and Development Bank of India (SIDBI) in place of Shri Satya Pal, for a period of three years or until further orders, whichever is earlier with effect from the date of notification.

[F.No. 24/5/2002-IF-1]

M. SAHU, Under Secy.

नई दिल्ली, 1 मार्च, 2007

का.आ. 682.—भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) की 25 मार्च, 2003 की अधिसूचना सं. फा. सं. 13/3/2003-बीओए के क्रम में बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, यह घोषणा करती है कि बैंककारी विनियमन अधिनियम की धारा 15 की उपधारा (1) के उपबंध उस सीमा तक साकथ इंडियन बैंक लि. पर दिनांक 1-4-2007 से पांच वर्ष की अवधि के लिए लागू नहीं होंगे जहां तक कि स्वैच्छिक सेवानिवृत्ति योजना से संबंधित व्यय को आस्थगित राजस्व व्यय के रूप में माने जाने से है।

[फा. सं. 15/2/2007-बीओए]

डी. पी. भारद्वाज, अवर सचिव

New Delhi, the 1st March, 2007

S. O. 682.—In continuation of Government of India, Ministry of Finance, Department of Economic Affairs (Banking Division) Notification No. F. No. 13/3/2003-BOA dated 25th March, 2003, in exercise of the powers conferred by Section 53 (1) of the Banking Regulation Act, 1949 (10 of 1979) the Central Government, on the recommendations of Reserve Bank of India, hereby declares that the provisions of Sub-section (1) of Section 15 of the Banking Regulation Act, 1949 shall not apply to the South Indian Bank Ltd. in so far as treatment of the expenditure related to the Voluntary Retirement Scheme being treated as Deferred Revenue Expenditure, for a period of five years with effect from 1-04-2007.

[F. No. 15/2/2007-BOA]

D. P. BHARDWAJ, Under Secy.

नई दिल्ली, 5 मार्च, 2007

का.आ. 683.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड (9) के उपखण्ड (1) और (2)(क) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 के खण्ड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री विलास डी. पाटील, महासचिव, अखिल भारतीय देना बैंक अधिकारी संघ को अधिसूचना जारी होने की तारीख से तीन वर्ष की अवधि के लिए अथवा उनका उत्तराधिकारी नामित किए जाने तक अथवा देना बैंक में उनके अधिकारी बने रहने तक या अगला आदेश होने तक, जो भी पहले हो, बशर्ते वह लगातार छः वर्ष से अधिक की अवधि के लिए पद ग्रहण नहीं करेंगे, देना बैंक के बोर्ड में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/3/2005-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 5th March, 2007

S. O. 683.—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) and (2)(a) of clause (9) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri Vilas D. Patil, General Secretary, All India Dena Bank Officers' Federation as Officer Employee Director on the Board of Directors of Dena Bank for a period of three years from the date of notification or until his successor has been nominated or until he ceases to be an officer of the Dena Bank, or until further orders whichever is the earliest, provided that he shall not hold office continuously for a period exceeding six years.

[F. No. 9/3/2005-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 2 मार्च, 2007

का.आ. 684.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा डा. संजीव मिश्रा, सचिव, व्यय को बीमा विनियामक और विकास प्राधिकरण

(आईआरडीए) में तत्काल प्रभाव से अगले आदेशों तक, अंशकालिक सदस्य के रूप में नियुक्त करती है।

[फा. सं. 11/6/2003-बीमा. III]

वी. पी. भारद्वाज, निदेशक

New Delhi, the 2nd March, 2007

S. O. 684.—In exercise of the powers conferred by Section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Dr. Sanjiv Misra, Secretary, Expenditure as Part-time Member of the Insurance Regulatory and Development Authority (IRDA) with immediate effect until further orders.

[F. No. 11/6/2003-Ins. III]

V. P. BHARDWAJ, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 22 फरवरी, 2007

का.आ. 685.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (ख) के अनुसरण में डा. सुरेन्द्र कश्यप, सिद्ध प्राचार्य-सह-संकाय, इंदिरा गांधी मेडिकल कालेज, शिमला, सदस्य, कार्यचिकित्सा संकाय, हिमाचल प्रदेश विश्वविद्यालय को हिमाचल प्रदेश विश्वविद्यालय के कोर्ट द्वारा इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए भारतीय आयुर्विज्ञान परिषद के सदस्य के रूप में निर्वाचित किया गया है।

अतः, अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में केन्द्र सरकार एतद्वारा तत्कालीन स्वास्थ्य मंत्रालय भारत सरकार की अधिसूचना संख्या का.आ. 138 दिनांक 9 जनवरी, 1960 में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 47 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :-

"47. डा. सुरेन्द्र कश्यप, हिमाचल प्रदेश विश्वविद्यालय"
प्राचार्य-सह-संकाय,
इंदिरा गांधी मेडिकल
कालेज, शिमला

[सं. वी. 11013/15/2006-एम.ई.(नीति-1)]

टी. जे. एस. चावला, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 22nd February, 2007

S.O. 685.—Whereas in pursuance of the provision of Sub-section (1) (b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Surender Kashyap, Principal-cum-Dean, Indira Gandhi Medical College, Shimla, member of the faculty of Medicine, Himachal Pradesh University has been elected by the Court of the Himachal Pradesh University to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central

Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, "Elected under clause (b) of Sub-section (1) of Section 3", against serial number 47, following entries shall be substituted, namely:—

"47. Dr. Surender Kashyap, Himachal Pradesh
Principal-cum-Dean, University
Indira Gandhi Medical College,
Shimla

[No. V. 11013/15/2006-ME(P-I)]
T.J.S. CHAWLA, Under Secy.

नई दिल्ली, 23 फरवरी, 2007

का.आ. 686.—केन्द्रीय सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-I में एतद्द्वारा निम्नलिखित संशोधन करती है; अर्थात्:—

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में महर्षि दयानन्द विश्वविद्यालय, रोहतक, हरियाणा से संबंधित क्रम संख्या 25 के सामने सरकारी दंत चिकित्सा कालेज, रोहतक, हरियाणा से संबंधित कालम 2 और 3 के नीचे मौजूदा प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां रखी जाएंगी:—

"(iii) ओरल एंड, मैक्सिलोफेसियल एमडीएस (ओरल और सर्जरी (यदि 12-4-2005 मैक्सिलोफेसियल सर्जरी) को या उसके बाद प्रदान महर्षि दयानन्द विश्वविद्यालय" की गई हो)

[सं. वी. 12017/23/2001-पीएमएस (डीई)]
राज सिंह, अवर सचिव

New Delhi, the 23rd February, 2007

S.O. 686.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act of 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendment in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 and 3 against Serial No. 25 in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to Maharshi Dayanand University, Rohtak, Haryana, the following entries in respect of Government Dental College, Rohtak, Haryana, shall be inserted thereunder:—

"(iii) Oral & Maxillofacial MDS (Oral & Maxillofacial
Surgery (If granted Surgery) Maharshi
on or after 12-04-2005) Dayanand University"

[No. V. 12017/23/2001-PMS/DE]
RAJ SINGH, Under Secy.

नई दिल्ली, 27 फरवरी, 2007

का.आ. 687.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) (ख) के उपबंध के अनुसरण में डा. शिबाजुन घोष, प्रोफेसर एवं प्रमुख, बाल रोग चिकित्सा विभाग, आर.जी. कार मेडिकल कालेज, कोलकाता,

सदस्य, कायचिकित्सा संकाय, पश्चिम बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए पश्चिम बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय की आम परिषद् द्वारा भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है क्योंकि पश्चिम बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय में सीनेट/कोर्ट का कोई प्रावधान नहीं है और अन्य विश्वविद्यालयों की सीनेट/कोर्ट के कार्यों का निर्वहन पश्चिम बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय की आम परिषद् द्वारा किया जाता है।

अतः, अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्द्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है अर्थात्:—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 82 के बाद निम्नलिखित प्रविष्टियां जोड़ी जाएंगी अर्थात्:—

"82. डा. शिबाजुन घोष पश्चिम बंगाल स्वास्थ्य विज्ञान
प्रोफेसर एवं प्रमुख, विश्वविद्यालय"
बाल रोग चिकित्सा विभाग,
आर जी कार मेडिकल कालेज,
1, बेलगछिया रोड, कोलकाता।

[सं. वी. 11013/2/2005-एम ई (नीति-1)]

टी.जे.एस. चावला, अवर सचिव

New Delhi, the 27th February, 2007

S.O. 687.—Whereas in pursuance of the provision of sub-section (1) (b) of section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. Sibarjun Ghosh, Professor and Head of the Department of Paediatrics, R.G. Kar Medical College, Kolkata, member of the faculty of Medicine, West Bengal University of Health Sciences, has been elected by the General Council of the West Bengal University of Health Science as there is no provision of Senate/Court in the West Bengal University of Health Sciences and the functions of Senate/Court of other universities are discharged by the General Council of the West Bengal University of Health Sciences, to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, "Elected under clause (b) of sub section (1) of section 3", after serial number 82, the following entries shall be added, namely:—

"82. Dr. Sibarjun Ghosh West Bengal University
Professor and Head of Health Sciences
of the Department of
Paediatrics R.G. Kar
Medical College,
1, Belgachia Road,
Kolkata.

[No. V-11013/2/2005-ME (Policy-I)]
T.J.S. CHAWLA, Under Secy.

नई दिल्ली, 2 मार्च, 2007

का.आ. 688.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उप धारा (1) (ख) के उपबंध के अनुसरण में डा. भाविन एस. कोठारी, कोठारी सर्जिकल एंड मैटरनिटी हास्पिटल, राजकोट, कायचिकित्सा संकाय के सदस्य, सौराष्ट्र यूनिवर्सिटी को सौराष्ट्र यूनिवर्सिटी की सेनेट द्वारा इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए भारतीय आयुर्विज्ञान परिषद के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138, में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप धारा (1) के खण्ड (ख) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 37 के सामने निम्नलिखित प्रविष्टियां रखी जाएंगी; अर्थात् :—

“37. डा. भाविन एस. कोठारी, सौराष्ट्र यूनिवर्सिटी”
कोठारी सर्जिकल एंड
मैटरनिटी हास्पिटल,
राजकोट।

[संख्या वी-11013/6/2006-एमई (नीति-1)]

टी.जे.एस. चावला, अवर सचिव

New Delhi, the 2nd March, 2007

S.O. 688.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Council act, 1956 (102 of 1956) Dr. Bhavin S. Kothari, Kothari Surgical and Maternity Hospital, Rajkot member of the faculty of Medicine, Saurashtra University has been elected by the Senate of the Saurashtra University to be a member of the Medical council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:

In the said Notification, under the heading, “Elected under clause (b) of sub section (1) of Section 3”, against serial number 37, the following entries shall be substituted, namely:—

“37. Dr. Bhavin S. Kothari Saurashtra
Kothari Surgical and University”
Maternity Hospital,
Rajkot

[No. V. 11013/6/2006-ME (P-I)]

T.J.S. CHAWLA, Under Secy.

नई दिल्ली, 2 मार्च, 2007

का. आ. 689.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) (ख) के उपबंध के अनुसरण में प्रोफेसर अश्वनी कुमार, मेडिकल माइक्रोबायोलोजी विभाग, यूनिवर्सिटी कालेज आफ मेडिकल साइंसेज (दिल्ली विश्वविद्यालय), दिल्ली, सदस्य, कायचिकित्सा संकाय, दिल्ली विश्वविद्यालय को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए निर्विरोध रूप से भारतीय आयुर्विज्ञान परिषद के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138, में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप धारा (1) के खण्ड (ख) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 21 के सामने निम्नलिखित प्रविष्टियां रखी जाएंगी; अर्थात् :

“21. प्रो. अश्वनी कुमार, दिल्ली विश्वविद्यालय
मेडिकल माइक्रोबायोलोजी विभाग,
यूनिवर्सिटी कालेज आफ मेडिकल
साइंसेज (दिल्ली विश्वविद्यालय),
दिल्ली,

[संख्या वी-11013/1/2007-एमई (नीति-1)]

टी.जे.एस. चावला, अवर सचिव

New Delhi, the 2nd March, 2007

S. O. 689.—Whereas in pursuance of the provision of sub-section (1) (b) of section 3 of the Indian Medical Council act, 1956 (102 of 1956) Prof. Ashwani Kumar, Department of Medical Microbiology, University College of Medical Science, (University of Delhi), Delhi member of the faculty of Medicine, University of Delhi has been elected uncontested to be a member of the Medical council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, “Elected under clause (b) of sub section (1) of Section 3”, against serial number 21, the following entries shall be substituted, namely:

“21. Prof. Ashwani Kumar, University of Delhi”
Department of Medical Micro-
biology, University College
of Medical Science,
(University of Delhi),

[No. V. 11013/1/2007-ME(P-I)]

T.J.S. CHAWLA, Under Secy.

नई दिल्ली, 2 मार्च, 2007

का.आ. 690.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) (ख) के उपबंध के अनुसरण में डा. शिव नारायण चौधरी, प्रोफेसर एवं प्रमुख, नेत्र, रांची आयुर्विज्ञान संस्थान, रांची, कायचिकित्सा संकाय के सदस्य, रांची विश्वविद्यालय को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए रांची विश्वविद्यालय की सीनेट द्वारा भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः, अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138, में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 29 के सामने निम्नलिखित प्रविष्टियां रखी जाएंगी; अर्थात् :

“29. डा. शिव नारायण चौधरी, रांची विश्वविद्यालय”
प्रोफेसर एवं प्रमुख, नेत्र,
रांची आयुर्विज्ञान संस्थान,
रांची।

[संख्या वी-11013/1/2007-एमई(नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 2nd March, 2007

S.O. 690.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Sheo Narayan Chaudhury, Professor and Head, Eye, Ranchi Institute of Medical Sciences, Ranchi, member of the faculty of Medicine, Ranchi University has been elected by the Senate of the Ranchi University to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:

In the said Notification, under the heading, “Elected under clause (b) of sub-section (1) of Section 3”, against serial number 29, the following entries shall be substituted, namely:—

“29. Dr. Sheo Narayan Chaudhury Ranchi University”
Professor and Head, Eye,
Ranchi Institute of Medical
Sciences, Ranchi,

[No. V-11013/1/2007-ME(P-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 2 मार्च, 2007

का.आ. 691.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) (ख) के उपबंध के अनुसरण में डा. पी.के. दास, अध्यक्ष, सामान्य कायचिकित्सा विभाग, एस सी बी मेडिकल कालेज, कटक, सदस्य, कायचिकित्सा संकाय उत्कल विश्वविद्यालय का उत्कल विश्वविद्यालय की सीनेट द्वारा इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138, में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 10 के सामने निम्नलिखित प्रविष्टियां रखी जाएंगी; अर्थात् :-

“10. डा. पी.के. दास, उत्कल विश्वविद्यालय”
अध्यक्ष, कायचिकित्सा विभाग,
एस सी बी मेडिकल कालेज,
कटक।

[संख्या वी-11013/1/2007-एमई(नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 2nd March, 2007

S.O. 691.—Whereas in pursuance of the provision of sub-section (1) (b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. P.K. Das, Head of the Department of General Medicine, SCB Medical College, Cuttack, member of the faculty of Medicine, Utkal University has been elected by the Senate of the Utkal University to be a member of the Medical Council of India for five years with effect from date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely:—

In the said Notification, under the heading, “Elected under clause (b) of sub section (1) of Section 3”, against serial number 10, the following entries shall be substituted, namely:—

“10. Dr. P.K. Das, Utkal University”
Head of the Department of
General Medicine,
SCB Medical College,
Cuttack,

[No. V-11013/1/2007-ME(P-I)]

T. J. S. CHAWLA, Under Secy.

(स्वास्थ्य विभाग)

नई दिल्ली, 2 मार्च, 2007

का.आ. 692.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (ग) के अनुसरण में असम के पंजीकृत चिकित्सा स्नातक निर्वाचन क्षेत्र में निर्वाचन करवाया है जहाँ से डा. उमेश चन्द्र शर्मा, चिकित्सा शिक्षा निदेशालय, असम, हाउसफेड कॉम्प्लेक्स, दिसपुर, गुवाहाटी-6 को इस अधिसूचना के जारी होने की तारीख से भारतीय आयुर्विज्ञान परिषद का एक सदस्य के रूप में निर्विरोध निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138, में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में “धारा 3 की उपधारा (1) के खण्ड (ग) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 5 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियाँ प्रतिस्थापित की जाएंगी, अर्थात् :-

“5. डा. उमेश चन्द्र शर्मा,
चिकित्सा शिक्षा निदेशालय,
असम, हाउसफेड कॉम्प्लेक्स,
दिसपुर, गुवाहाटी-6 असम”

[संख्या जी-11013/7/2006-एमई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

(Department of Health)

New Delhi, the 2nd March 2007

S.O. 692.—Whereas the Central Government in pursuance of clause (c) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) has conducted the election from the Registered Medical Graduate Constituency of Assam wherefrom Dr. Umesh Chandra Sharma, Directorate of Medical Education, Assam, Housefed Complex, Dispur, Guwahati-6 has been elected unopposed to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated the 9th January, 1960, namely :

In the said Notification, under the heading, “Elected under clause (c) of sub-section (1) of Section 3”, for the serial No. 5 and the entries relating thereto the following serial number and entries shall be substituted, namely :—

“5. Dr. Umesh Chandra Sharma
Directorate of Medical Education,
Assam, Housefed Complex,
Dispur, Guwahati-6
Assam”

[No. V-11013/7/2006-ME(Policy-I)]

T. J. S. CHAWLA, Under Secy

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 26 फरवरी, 2007

का.आ. 693.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के अनुसरण में मैसर्स थेराप्युटिक्स कैमिकल्स रिसर्च कार्पोरेशन ‘प्रावलव’ नया नं. 6 (पुराना नं. 9अ) प्रथम स्ट्रीट, दूसरा एवेन्यू, अशोक नगर, चैन्नई-600083 और जिनका मुख्य कार्यालय शिव इंडस्ट्रियल एस्टेट दूसरा तल, क्रान्ति वीरभाई बालमुकन्द रोड, बायकुल्ला गुड्स डिपो के निकट, बायकुल्ला, मुंबई-400012 में है, को और तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 और का. आ. 3978 दोनों तारीख 20 दिसंबर, 1965 से उपायुक्त अनुसूची में विनिर्दिष्ट खनिज और अयस्क (ग्रुप-I) अर्थात् कच्चा लोहा, कच्चा मैंगनीज और (ग्रुप-II) अर्थात् फ़ैल्डस्पार रेंड ऑक्साइड, स्टेटाईल और बैराईट्स के निर्यात से पूर्व निरीक्षण हेतु उक्त खनिज और अयस्क का निर्यात से पूर्व चैन्नई में निरीक्षण करने के लिए निम्नलिखित शर्तों के अधीन एक अभिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :-

(i) कि मैसर्स थेराप्युटिक्स कैमिकल्स रिसर्च कार्पोरेशन, चैन्नई खनिज और अयस्क ग्रुप-I के निर्यात (निरीक्षण) नियम 4 तथा खनिज और अयस्क ग्रुप-II के निर्यात (निरीक्षण) नियम 1965 के नियम 4 के अंतर्गत निरीक्षण का प्रमाण-पत्र देने के लिए अपने द्वारा अपनाई गई पद्धति की जांच करने के लिए इस संबंध में निर्यात निरीक्षण परिषद् द्वारा नामित अधिकारियों को पर्याप्त सुविधाएं देंगी;

(ii) कि मैसर्स थेराप्युटिक्स कैमिकल्स रिसर्च कार्पोरेशन, चैन्नई इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित में दिए गए निर्देशों से आबद्ध होंगे।

[फाईल सं. 5/5/2006 ईआई एंड ईपी]

बी.के. गाबा, उपसचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 26th February, 2007

S.O. 693.—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), and in pursuance of sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rule, 1964, the Central Government hereby recognises M/s Therapeutics Chemical Research Corporation, ‘Pralaav’, located at New No. 6 (old No. 9A),

First Street, Second Avenue, Ashok Nagar, Chennai-600083 and having their Head Office at Shiv Industrial Estate, Second Floor, Kranti Veerabhai Balmukund Road, Near Byculla Goods Depot, Byculla, Mumbai-400012 as an Agency for a further period of three years with effect from 10-12-2006, for inspection of Minerals and Ores (Group-I), namely, Iron Ore, Manganese Ore and (Group-II), namely, Feldspar, Red Oxide, Steatite and Barytes, specified in the Schedules annexed to the notifications of the Government of India in the Ministry of Commerce numbers S.O. 3975 and S.O. 3978 both dated the 20th December, 1965, prior to the export, of the said minerals and ores at Chennai, subject to the following conditions, namely :—

- (i) that M/s. Therapeutics Chemical Research Corporation, Chennai shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores-Group-I (Inspection) Rules, 1965 and the Export of Minerals and Ores-Group II (Inspection) Rules, 1965;
- (ii) that M/s. Therapeutics Chemical Research Corporation, Chennai in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F.No. 5/5/2006-El&EP]

V.K. GAUBA, Dy. Secy.

पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय

(पोत परिवहन विभाग)

नई दिल्ली, 6 मार्च, 2007

का.आ. 694.—केन्द्रीय सरकार, नाविक भविष्य निधि स्कीम, 1966 के पैरा 3 के साथ पठित नाविक भविष्य निधि अधिनियम, 1966 (1966 का 4) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नाविक भविष्य निधि के न्यासी बोर्ड के अध्यक्ष और सदस्यों के रूप में निम्नलिखित व्यक्तियों को नियुक्त करती है, अर्थात् :—

अध्यक्ष

महानिदेशक, पोतपरिवहन, मुम्बई ।

सदस्य :

सरकारी प्रतिनिधि—

1. निदेशक, वित्त, पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय, पोत परिवहन विभाग, नई दिल्ली ।
2. उप सचिव, पोत परिवहन, सड़क परिवहन और राजमार्ग, पोत परिवहन विभाग, वाणिज्यिक सामुद्रिक प्रशासन का कार्य देख रहे हैं ।

3. उप महानिदेशक, पोत परिवहन मुम्बई जो नाविक कल्याण कार्य देख रहे हों ।

नियोक्ता प्रतिनिधि (केन्द्रीय सरकार द्वारा इस निमित्त मान्यता-प्राप्त कर्मचारियों के संगठन या संगठनों से परामर्श करने के पश्चात् नियुक्त किए गए हों) :

4. कैप्टन एन.ए. हीरानंदानी, पोतस्वामी, पोत प्रबंधक और अधिकर्ता, सामुद्रिक संगम ।
 5. श्री आर. राजेन्द्रन, भारतीय राष्ट्रीय पोत स्वामी संगम, मुम्बई ।
 6. कैप्टन एस. सी. सूद, विदेशी स्वामी प्रतिनिधि और पोत परिवहन प्रबंधक संगम ।
- नाविक प्रतिनिधि (केन्द्रीय सरकार द्वारा इस निमित्त सरकार द्वारा मान्यता प्राप्त संगठन या संगठनों से परामर्श करने के पश्चात् नियुक्त किए गए हों) ।
7. श्री अब्दुलगनी वाइ सेरंग, भारतीय नाविक राष्ट्रीय संघ ।
 8. श्री अनिल बरन दास, फारवर्ड सीमेन यूनियन ऑफ इंडिया ।

[फा. सं. एसटी-15013/1/2006-एमटी]

ए. सी. ओझा, अवर सचिव

MINISTRY OF SHIPPING, ROAD TRANSPORT AND HIGHWAYS

(Department of Shipping)

New Delhi, the 6th March, 2007

S.O. 694.—In exercise of the powers conferred by section 5 of the Seamen's Provident Fund Act, 1966 (4 of 1966) read with paragraph 3 of the Seamen's Provident Fund Scheme, 1966, the Central Government hereby appoints the following persons as the Chairman and members of the Board of Trustees of the Seamen's Provident Fund, namely :—

Chairman :

The Director General of Shipping, Mumbai.

Members :

Government representatives :

1. Director, Finance, Ministry of Shipping, Road Transport and Highways, Department of Shipping, New Delhi.
2. Deputy Secretary, Ministry of Shipping, Road Transport and Highways, Department of Shipping, New Delhi, dealing with Mercantile Marine Administration.
3. Deputy Director General of Shipping, Mumbai, dealing with Seamen's Welfare.

Employers' Representatives (appointed by the Central Government after consultation with the

organisation or organisations of employers recognised by it in this behalf):

4. Captain N.A. Hiranandani, Maritime Association of Shipowners, Shipmanagers and Agents.
5. Shri R. Rajendran, Indian National Shipowners' Association, Mumbai.
6. Captain S.C. Sood, Foreign Owners Representatives and Shipmanagers Association.

Seamen's Representatives (appointed by the Central Government after consultation with the organisation or organisations of Seamen recognised by it in this behalf):

7. Shri Adbdulgani Y. Serang, National Union of Seafarers of India.
8. Shri Anil Baran Das, Forward Seamen's Union of India.

[F. No. ST-15013/1/2006-MT]

A.C. OJHA, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 17 जनवरी, 2007

का.आ. 695.—इस मंत्रालय की दिनांक 30 अगस्त, 2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में श्री के. एल. गंजू, निवासी 13/14, ओल्ड राजेन्द्र नगर, नई दिल्ली-110060 को नियुक्ति करती है।

[फा. सं. 809/7/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 17th January, 2007

S.O. 695.—In continuation of this Ministry's Notification of even number dated 30th August, 2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint

Shri K.L. Ganju, 13/14, Old Rajinder Nagar, New Delhi-110060 as member of the Delhi Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/7/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 1 फरवरी, 2007

का.आ. 696.—इस मंत्रालय की दिनांक 20-06-2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के मुंबई सलाहकार पैनल के सदस्य के रूप में श्री राम मनोहर तिवारी को नियुक्ति करती है।

[फा. सं. 809/1/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 1st February, 2007

S.O. 696.—In continuation of this Ministry's Notification of even number dated 20-06-2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri Ram Manohar Tiwari as Member of the Mumbai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/1/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 1 फरवरी, 2007

का.आ. 697.—इस मंत्रालय की दिनांक 30 अगस्त, 2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में श्री पवन अरोड़ा को नियुक्ति करती है।

[फा. सं. 809/7/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 1st February, 2007

S.O. 697.—In continuation of this Ministry's Notification of even number dated 30th August, 2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematography Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri Pawan Arora as member of the Delhi Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/7/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 1 फरवरी, 2007

का.आ. 698.—इस मंत्रालय की दिनांक 20-06-2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के मुम्बई सलाहकार पैनल के सदस्य के रूप में निम्नलिखित व्यक्तियों को नियुक्त करती है :

1. श्री दिनेश आनंद गोपाले
2. श्री अशोक शेवडे
3. डा. दुर्गेश त्रिपाठी

[फा. सं. 809/1/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 1st February, 2007

S.O. 698.—In continuation of this Ministry's Notification of even number dated 20-06-2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematography Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint the following persons as members of the Mumbai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier :

1. Shri Dinesh Anand Gopale
2. Shri Ashok Shevde
3. Dr. Durgesh Tripathi

[F.No. 809/1/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 1 फरवरी, 2007

का.आ. 699.—इस मंत्रालय की दिनांक 15 जून, 2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के तिरुवनंतपुरम सलाहकार पैनल के सदस्य के रूप में डा. टी. अनीता कुमारी को नियुक्त करती है।

[फा. सं. 809/9/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 1st February, 2007

S.O. 699.—In continuation of this Ministry's Notification of even number dated 15th June, 2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Dr. T. Anitha Kumary as a member of the Thiruvananthapuram Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/9/2004-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 1 फरवरी, 2007

का.आ. 700.—इस मंत्रालय की दिनांक 2 जनवरी, 2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के गुवाहाटी सलाहकार पैनल के सदस्य के रूप में श्रीमती किमोनी चौधरी को नियुक्त करती है।

[फा. सं. 809/3/2006-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 1st February, 2007

S.O. 700.—In continuation of this Ministry's Notification of even number dated 02-01-2007, and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Smt. Kimoni Choudhury as member of the Guwahati Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/3/2006-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 2 फरवरी, 2007

का.आ. 701.—इस मंत्रालय की दिनांक 8-1-2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के कोलकाता सलाहकार पैनल के सदस्य के रूप में श्री संजीव सिंह को नियुक्त करती है।

[फा. सं. 809/1/2006-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 2nd February, 2007

S.O. 701.—In continuation of this Ministry's notification of even number dated 8-1-2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Sanjeev Singh as member of the Kolkata Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/1/2006-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 2 फरवरी, 2007

का.आ. 702.—इस मंत्रालय की दिनांक 8-1-2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के कटक सलाहकार पैनल के सदस्य के रूप में श्री विजय कुमार रौत्र को नियुक्त करती है।

[फा. सं. 809/2/2006-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 2nd February, 2007

S.O. 702.—In continuation of this Ministry's notification of even number dated 8-1-2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri Vijay Kumar Routray as member of the Cuttack Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/2/2006-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 9 फरवरी, 2007

का.आ. 703.—इस मंत्रालय की दिनांक 30 अगस्त, 2005 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में सुश्री रीता खत्री, मोहल्ला बजाजा जिला फैजाबाद (उत्तर प्रदेश), को नियुक्त करती है।

[फा. सं. 809/7/2004-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 9th February, 2007

S.O. 703.—In continuation of this Ministry's notification of even number dated 30th August, 2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Ms. Reta Khatri, Mohalla Bazaza Distt Faizabad (U.P.) as member of the Delhi Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/7/2004-F(C)]

SANGEETA SINGH, Director (Films)

संचार और सूचना प्रौद्योगिक मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 27 फरवरी, 2007

का.आ. 704.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिक मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक रूप प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक, महाराष्ट्र दूरसंचार परिमंडल,

भा.सं.नि.लि., मंबई

1. सेटल स्टोर डिपो, भारत संचार निगम लिमिटेड, अमरावती रोड, नागपुर

2. मुख्य अधिकक का कार्यालय, केन्द्रीय तारघर, नागपुर-440001

[सं. ई. 11016/1/2007-रा.भा.]

कीर्ती कुमार, उपमहानिदेशक (समन्वय एवं प्रशासन)

**MINISTRY OF COMMUNICATION AND
INFORMATION TECHNOLOGY**

(Department of Telecommunications)

(O.L. Section)

New Delhi, the 27th February, 2007

S.O. 704.—In pursuance of rule 10(4) of the Official Language (Use for official purposes of the Union), rules, 1976 (as amended-1987), the Central Government hereby notifies the following Offices under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where more than 80% of staff have acquired working knowledge of Hindi.

**Chief General Manager, Maharashtra Telecom. Circle,
B.S.N.L., Bombay**

1. Central Store Depot, BSNL, Amravati Road, Nagpur
2. Office of the Chief Superintendent, Central Telegraph Office, Nagpur-440001

[No.E. 11016/1/2007(O.L.)]

**KIRTHY KUMAR, Dy. Director General
(Coordination & Administration)**

नागर विमानन मंत्रालय

नई दिल्ली, 26 फरवरी, 2007

का.आ. 705.—केन्द्रीय, सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग), नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में, नागर विमानन मंत्रालय के अधीन उपक्रम, भारतीय विमानपत्तन प्राधिकरण, पोर्टब्लेयर हवाई अड्डा, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[संख्या ई. 11020/6/2006-रा.भा.]

चन्द्रभान नारनौली, निदेशक (राजभाषा)

MINISTRY OF CIVIL AVIATION

New Delhi, the 26th February, 2007

S.O. 705.—In pursuance of sub rule (4) of the rule 10 of the official language (use of official purpose of the union) rules, 1976 the Central Government hereby notified the Port Blair Airport of Airport Authority of India the public sector undertaking of Ministry of Civil Aviation. Whereof more than 80% staff have acquired the working knowledge of Hindi.

[No.E. 11020/6/2006-Hindi]

C. B. NARNAULI, Director (OL)

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 23 फरवरी, 2007

का.आ. 706.—केन्द्रीय, सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग), नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में, मानव संसाधन विकास मंत्रालय (उच्चतर शिक्षा विभाग) के अन्तर्गत एक समविश्वविद्यालय, योजना एवं वास्तुकला विद्यालय, 4-बी, इन्द्रप्रस्थ एस्टेट, नई दिल्ली को, ऐसे कार्यालय के रूप में, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[संख्या 11011/7/2005-रा.भा.ए.]

केशव देसिराजु, संयुक्त सचिव

**MINISTRY OF HUMAN RESOURCE
DEVELOPMENT**

(Department of Higher Education)

New Delhi, the 23rd February, 2007

S.O. 706.—In pursuance of sub rule (4) of the rule 10 of the official language (use of official purpose of the union) rules, 1976 the Central Government hereby notified the School of Planning and Architecture, 4, B-Block, Indraprastha Estate, New Delhi, a Deemed University under the Ministry of Human Resource Development, (Deptt. of Higher Education), as a office, whose more than 80% members of the staff have acquired the working knowledge of Hindi.

[No.11011/7/2005-O.L.U.]

KESHAV DESIRAJU, J. Secy.

नई दिल्ली, 23 फरवरी, 2007

का.आ. 707.—केन्द्रीय, सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग), नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में, मानव संसाधन विकास मंत्रालय (स्कूल शिक्षा और साक्षरता विभाग) के अन्तर्गत कार्यरत केन्द्रीय विद्यालय संगठन के निम्नलिखित कार्यालयों को, ऐसे कार्यालयों के रूप में, जिनमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

1. केन्द्रीय विद्यालय संगठन, क्षेत्रीय कार्यालय (अहमदाबाद), सेक्टर-30, गांधीनगर, गुजरात-382030
2. केन्द्रीय विद्यालय संगठन, क्षेत्रीय कार्यालय (हैदराबाद), पिकेट सिकन्दराबाद-09
3. केन्द्रीय विद्यालय संगठन, आंचलिक शिक्षा एवं प्रशिक्षण संस्थान, ग्वालियर, म.प्र.-474002
4. केन्द्रीय विद्यालय संगठन, आंचलिक शिक्षा एवं प्रशिक्षण संस्थान, जी.आई.टी.बी. प्रेस परिसर, सिद्धार्थ नगर, मैसूर-570011

5. केन्द्रीय विद्यालय संगठन, आंचलिक शिक्षा एवं प्रशिक्षण संस्थान, एन.सी.एच. कॉलोनी (भांडुप), कंजूर मार्ग, मुंबई-400078

6. केन्द्रीय विद्यालय, नं.-5, जयपुर (द्वितीय पाली), सेक्टर-7, मध्यम मार्ग, मानसरोवर, जयपुर-302027

[संख्या 11011-7/2005-र.भा.ए.]

केशव देसिराजु, संयुक्त सचिव

New Delhi, the 23rd February, 2007

S.O. 707.—In pursuance of sub rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices of Kendriya Vidyalaya Sangathan under the Ministry of Human Resource Development, (Deptt. of School Education and Literacy) as offices, whose more than 80% members of the staff have acquired the working knowledge of Hindi.

1. Kendriya Vidyalaya Sangathan, Regional Office (Ahmedabad), Sector-30, Gandhi Nagar, Gujarat-382030

2. Kendriya Vidyalaya Sangathan, Regional Office (Hyderabad), Picket, Secunderabad.

3. Kendriya Vidyalaya Sangathan, Zonal Institute of Education and Training, Gwalior-474002.

4. Kendriya Vidyalaya Sangathan, Zonal Institute of Education and Training, GITB Press Campus, Siddharth Nagar, Mysore-570011.

5. Kendriya Vidyalaya Sangathan, Zonal Institute of Education and Training, NCH Colony (Bhandup), Mumbai-400078.

6. Kendriya Vidyalaya No.5, Jaipur (IInd Shift), Sector-7 Madhyam Marg, Mansarover, Jaipur-302027.

[No. 11011-7/2005-O.L.U.]

KESHAV DESIRAJU, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 19 फरवरी, 2007

का.आ. 708.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है:-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस 12360: की संशोधन संख्या 2	-	दिसम्बर 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 12/टी-80]

पी. के. मुखर्जी, वैज्ञ. एफ एवं प्रमुख (विद्युत तकनीकी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 19th February, 2007

S.O. 708.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standard	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 12360:1988 Voltage Bands for Electrical Installations Including Preferred Voltages and Frequency	—	December 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 12/T-80]

P. K. MUKHERJEE, Sc. F & Head (Electro-Technical)

नई दिल्ली, 1 मार्च, 2007

का.आ. 709.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं:—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 11255 : (भाग 4) : 2006 स्थिर स्रोतों से उत्सर्जन को मापने की पद्धति भाग 4 हाईड्रोजन सल्फाईड और कार्बन डाइसल्फाईड (पहला पुनरीक्षण)	—	30 नवम्बर, 2006

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: सीएचडी 32/आई एस 11255 (भाग 4)]

ई. देवेन्द्र, वैज्ञा. एफ, निदेशक (रसायन)

New Delhi, the 1st March, 2007

S.O. 709.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standard Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 11255 (Part 4) : 2006 Method for Measurement of Emission from Stationary Sources Part 4 Hydrogen Sulphide and Carbon Disulphide (First Revision)	—	30 November, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 32/IS 11255 (Part 4)]

E. DEVENDAR, Sc. F. Director (Chemical)

नई दिल्ली, 1 मार्च, 2007

का.आ. 710.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं:-

अनुसूची

क्रम सं.	संशोधन भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 4155:1966 रसायनिक और विकिरण के खतरों और हानिकर रसायनों से संबंधित पारिभाषिक शब्दावली	संशोधन संख्या 2, दिसम्बर 2006	31 दिसम्बर 2006
2	आई एस 4312 :1967 सीसा और उसके यौगिकों की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
3	आई एस 5184 :1969 हाइड्रोप्लोरिक अम्ल की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
4	आई एस 5302:1969 एसीटिक एनहाइडाइड की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
5	आई एस 5311:1970 कार्बन टेट्राक्लोराइड की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
6	आई एस 5685:1970 कार्बन डाइसल्फाइड की सुरक्षा संहिता (कार्बन बाइसल्फाइड)	संशोधन संख्या 2, दिसम्बर 2006	31 दिसम्बर 2006
7	आई एस 6156:1971 क्लोरोसल्फोनिक अम्ल की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
8	आई एस 6269:1971 इथाइलीन ऑक्साइड की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
9	आई एस 6818:1973 फॉस्फोरिक अम्ल की सुरक्षा संहिता	संशोधन संख्या 2, दिसम्बर 2006	31 दिसम्बर 2006
10	आई एस 6954:1973 कार्बोस्टिक पोटाश की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
11	आई एस 7420:1974 फिथैलिक एनहाइडाइड की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006

(1)	(2)	(3)	(4)
12	आई एस 7812:1975 पारे की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
13	आई एस 8185:1976 फॉसजीन की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
14	आई एस 9052:1978 निर्जल एल्मीनियम क्लोराइड की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
15	आई एस 9053:1978 मेय डाइनाइट्रोबैजीन की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
16	आई एस 9277:1979 मोनोक्लोरोबैजीन की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
17	आई एस 9744:1981 थायोनाइल क्लोराइड की सुरक्षा संहिता	संशोधन संख्या 2, दिसम्बर 2006	31 दिसम्बर 2006
18	आई एस 9787:1981 फॉसफोरिल क्लोराइड की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
19	आई एस 10920:1984 फॉसफोरस ट्राइक्लोराइड की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
20	आई एस 11141:1984 एक्राइलोनाइट्राइल की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
21	आई एस 12033:1986 डाइनाइट्रोएथिलीन की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
22	आई एस 12034:1986 मिथाइलब्रोमाइड की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
23	आई एस 12141:1987 मिथाइल इथाइल कीटोन की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
24	आई एस 12143:1987 टेट्रोक्लोराएथेन की सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006
25	आई एस 14631:1999 स्टाइरीन सुरक्षा संहिता	संशोधन संख्या 1, दिसम्बर 2006	31 दिसम्बर 2006

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 8/आई एस 4155]

ई. देवेन्द्र, वैज्ञ. एफ, निदेशक (रसायन)

New Delhi, the 1st March, 2007

S.O. 710.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the Amendments	Date from which the Amendments shall have effect
(1)	(2)	(3)	(4)
1	IS 4155:1966 Glossary of Terms Relating to Chemical and Raditation Hazards and Hazardous Chemicals	Amendment No.2 December 2006	31 December 2006
2	IS 4312:1967 Code of safety for lead and its compounds	Amendment No.1 December 2006	31 December 2006
3	IS 5184:1969 Code of safety for Hydrofluoric acid	Amendment No.1 December 2006	31 December 2006
4	IS 5302:1969 Code of safety for acetic anhydride	Amendment No. 1 December 2006	31 December 2006
5	IS 5311:1969 Code of safety for carbon tetrachloride	Amendment No. 1 December 2006	31 December 2006
6	IS 5685:1970 Code of safety for carbon disulphide (Carbon bisulphide)	Amendment No. 2 December 2006	31 December 2006
7	IS 6156:1971 Code of safety for chlorosulphonic acid	Amendment No. 1 December 2006	31 December 2006
8	IS 6269:1971 Code of safety ethylene oxide	Amendment No. 1 December 2006	31 December 2006
9	IS 6818:1973 Code of safety for phosphoric acid	Amendment No. 2 December 2006	31 December 2006
10	IS 6954:1973 Code of safety for caustic potash	Amendment No. 1 December 2006	31 December 2006
11	IS 7420:1974 Code of safety for phthalic anhydride	Amendment No. 1 December 2006	31 December 2006
12	IS 7812:1975 Code of safety for mercury	Amendment No. 1 December 2006	31 December 2006
13	IS 8185:1976 Code of safety for phosgene	Amendment No. 1 December 2006	31 December 2006
14	IS 9052:1978 Code of safety for aluminium chloride, anhydrous	Amendment No. 1 December 2006	31 December 2006
15	IS 9053:1978 Code of safety for M-dinitrobenzene	Amendment No. 1 December 2006	31 December 2006
16	IS 9277:1979 Code of safety for Monochlorobenzene	Amendment No. 1 December 2006	31 December 2006
17	IS 9744:1981 Code of safety for thionyl chloride	Amendment No. 2 December 2006	31 December 2006
18	IS 9787:1981 Code of safety for phosphoryl chloride	Amendment No. 1 December 2006	31 December 2006
19	IS 10920:1984 Code of safety for	Amendment No. 1 December 2006	31 December 2006

(1)	(2)	(3)	(4)
	phosphorous Trichloride		
20	IS 11141:1984 Code of safety for acrylonitrile	Amendment No. 1 December 2006	31 December 2006
21	IS 12033:1986 Code of safety for dinitrotoluene	Amendment No. 1 December 2006	31 December 2006
22	IS 12034:1986 Code of safety for methyl bromide	Amendment No. 1 December 2006	31 December 2006
23	IS 12141:1987 Code of safety for methyl ethyl ketone	Amendment No. 1 December 2006	31 December 2006
24	IS 12143:1987 Code of safety for Tetrochloroethane	Amendment No. 1 December 2006	31 December 2006
25	IS 14631:1999 Styrene-Code of safety	Amendment No. 1 December 2006	31 December 2006

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[Ref. CHD 8/IS 4155]

E. DEVENDAR, Sc. F., Director (Chemical)

नई दिल्ली, 2 मार्च, 2007

का.आ. 711.-संख्या केन्द्रीय प्रमाणन विभाग/13:11-भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988, के विनियम 4 के उप विनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को लाइसेंस प्रदान किए गए हैं:-

अनुसूची

क्रम सं.	लाइसेंस संख्या	वैद्यता तिथि	पार्टी का नाम एवं पता (कारखाना)	उत्पाद	आइ एस सं./भाग/खण्ड वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1	7698005	18/01/2008	मुक्ता इंडस्ट्रीज यूनिट नं. 90, शीट नं. 69 शमशान भूमि मार्ग ओ टी सेक्शन, उल्हासनगर, जिला ठाणे, ठाणे 421002 महाराष्ट्र	1100 वो तक एवं सहित कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल	694:1990
2	7699411	24/01/2008	कोलम्बिया पेट्रोकेम प्रा लि सर्वे नं 144/1/1, प्लॉट नं 12,13,14, अथल, सिलवासा 396230 दादरा और नगर हवेली	निरोधकारी विद्युत्तरोधन खनिज तैल	12463:1988
3	7691896	03/01/2008	कोहिनूर केबल्स गाला नं 6, उस्मान इस्टेट, सितलादेवी मंदिर के सामने, भारत वेल्फे के पीछे, सफेद पुल, कुर्ला, मुंबई, महाराष्ट्र	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पी वी सी रोधित (हैवी ड्यूटी) विद्युत केबल	1554: भाग 1: 1988

(1)	(2)	(3)	(4)	(5)	(6)
4	7691997	03/01/2008	काहिबू केबल्स गाला नं 6, उस्मान इस्टेट, सितलादेवी मंदिर के सामने, भारत वेल्वेट के पीछे, सफेद पुल, कुर्ला, मुंबई, महाराष्ट्र	1100 वोल्ट तक की कार्यकारी वोल्टता के लिए पी वी सी रोधित (हैवी ड्यूटी) विद्युत केबल	694: 1990
5	7693294	04/01/2008	ब्रिलियंट इंटरनेशनल, युनिट नं २ और बी, पश्चिम द्रुतगामी महामार्ग, मिरागोंव, मिरा रोड (पूर्व) जिला धाने 401104 महाराष्ट्र	250 वोल्ट तक की रेंटित वोल्टता वाले और 16 एम्पीयर तक की रेंटित करंट वाले प्लग और साकेट निकास	1293:1988
6	7699607	18/01/2008	मुक्ता इंडस्ट्रीज यूनिट नं. 90, शीट नं. 69 श्मशान भूमि मार्ग ओ टी सेक्शन, उल्हासनगर, जिला धाने, ठाणे 421002 महाराष्ट्र	1100.वां तक एवं सहित कार्यकारी वोल्टता के लिए पीवीसी रोधित (हैवी ड्यूटी) विद्युत केबल	1554: भाग : 1 1988
7	7699209	22/01/2008	ओसामिन इंडस्ट्रीज, गाला नं 27/28, पटेल इंडस्ट्रीयल इस्टेट, न्यू सिंग दहिसर पोलिस स्टेशन के सामने एस बी रोड, दहिसर (पूर्व) मुंबई 400 068	घरेलु और समान कार्यों के लिए स्विच	3854:1997

[संदर्भ : सी एम डी-1/13:11]

एस. के. चौधरी, उप-महानिदेशक (प्रमाणन)

New Delhi, the 2nd March, 2007

S.O. 711—In pursuance of sub regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Validity Date	Name and Address (factory) of the Party	Product	IS No./Part/Sec Year
(1)	(2)	(3)	(4)	(5)	(6)
1	7698005	18/01/2008	Mukta Industries U.No. 90, Sheet No. 69, Samshan Bhoem Road, O.T. Section Ulhasnagar, Dist. Thane Maharashtra 421002	PVC Insulated Cables for working voltages upto and including 1100 V	IS 694:1990
2	7699411	24/01/2008	Columbia Petro Chem Pvt. Ltd. Survey No. 144/1/1, Plot No. 12,13,14, Athal Silvassa Dadra and Nagar Haveli 396230	Inhibited mineral insulating oils	IS 12463:1988
3	7691896	03/01/2008	Kohincor Cables Gala No. 6, Usman Estate, Opp: Sitladevi Temple, Behind Bharat Velvet, Safed Pool Mumbai, Kurla Maharashtra 400072	PVC Insulated (heavy duty) electric cables: Part 1 for working voltages upto and including 1100 V	IS 1554: Part 1: 1988

(1)	(2)	(3)	(4)	(5)	(6)
4	7691997	03/01/2008	Kohinoor Cables Gala No. 6, Usman Estate, Opp: Sitladevi Temple, Behind Bharat Velvet, Safed Pool- Mumbai, Kurla Maharashtra 400072	PVC insulated cables: for working voltages upto and including 1 100 V	IS 694:1990
5	7693294	04/01/2008	Brilliant International Unit No. A&B Western Express Highway, Miragaon, Mira Raod (E) Distt Thane Maharashtra 401104	plugs and socket outlets of 250 volts and rated current up to 16 amperes	IS 1293: 1988
6	7696607	18/01/2008	Mukta Industries U.No. 90, Sheet No. 69, Samshan Bhoomi Road, O.T. Section Ulhasnagar, Distt Thane Maharashtra 421002	PVC Insulated (heavy duty) electric cables: Part I for working voltages upto and including 1 100 V	IS 1554:Part 1:1988
7	7699209	22/01/2008	Oswin Industries G.No. 27/28, Patel Industrial Estate, New Wing, Opp Dahisar Police Station, S.V. Rd, Dahisar(E), Mumbai Maharashtra 400068	Switches for domestic and similar purposes	IS 3854:1997

[Ref. CMD-1/13:11]

S.K. CHAUDHURI, DDGM

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 6 मार्च, 2007

का.आ. 712.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (अ) के अनुसरण में तारीख 04 नवम्बर, 2006 को भारत के राजपत्र में प्रकाशित, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4253 तारीख 02 नवम्बर, 2006 में निम्नलिखित रूप से संशोधन करती है, अर्थात्:—

उक्त अधिसूचना की अनुसूची में, स्तम्भ 1 में, "श्री पी. असवर्थानारायण, डेपुटी कलेक्टर", शब्दों के स्थान पर, "श्री एस. सुब्रामन्यम राजू, डेपुटी कलेक्टर," शब्द रखे जाएंगे।

[सं. आर-25011/10/2006-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 6th March, 2007

S.O. 712.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 4253 dated 2 November, 2006 published in the Gazette of India on the 4th November, 2006, namely:—

In the said notification, in the Schedule, in column 1, for the words, "Shri P. Aswarthanarayana, Deputy Collector", the words "Shri S. Subramanyam Raju, Deputy Collector" shall be substituted.

[No. R-25011/10/2006-OR-I]

S.K. CHITKARA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 9 फरवरी, 2007

का.आ. 713.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. एस. आई. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/50/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-07 को प्राप्त हुआ था।

[सं. एल.-15012/5/89-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

**MINISTRY OF LABOUR AND
EMPLOYMENT**

New Delhi, the 9th February, 2007

S.O. 713.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/50/2003) of the Central Government Industrial Tribunal/Labour Court Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of E. S. I. C. and their workman, which was received by the Central Government on 9-2-07.

[No. L-15012/5/89-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE**BEFORE SHRI A. N. YADAV
PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT,
NAGPUR****Case No. CGIT/NGP/50/2003 Date : 18-1-2007**

Petitioner : Shri Sharad P. Sonar, Near Gadhi, at
Party No. 1 Post Tali Eramdol, Dist. Jalgaon,
Erondol—425109 [MS].

Versus

Respondent : The Joint Regional Director,
Party No. 2 Employees State Insurance Corporation,
PMT Commercial Building,
Swargate, Pune-42

AWARD

[Dated : 18th January, 2007]

1. The Central Government after satisfying the existence of disputes between Shri Sharad P. Sonar, Near

Gadhi, At Post Tali Eramdol, Dist. Jalgaon, Erondol-425109 [MS] Party No. 1 and The Joint Regional Director, Employees State Insurance Corporation, PMT Commercial Building, Swargate, Pune-42 Party No. 2 referred the same for adjudication to this Tribunal *vide* its Letter No. L-15012/5/89-IR(Misc.) Dt. 31-7-1990 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the demand of Shri Sharad P. Sonar, Ex. L. D. C. on the management of Employees State Insurance Corporation, Pune for his reinstatement in service is justified. If so what relief is the workman entitled to?"

3. The dispute came up for hearing on 18-1-2007 on which on behalf of the petitioner a Pursis has been filed that he does not want to pursue his case further and asked for the permission to withdraw his case. Accordingly he was allowed to withdraw it. In the result the reference is disposed of for want of prosecution and it is returned to the Ministry as there remains no dispute.

Hence this no dispute award

Dated: 18-1-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 9 फरवरी, 2007

का.आ. 714.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. एम. डी. सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/50/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-07 को प्राप्त हुआ था।

[सं. एल.-42011/1/2005-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 714.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/50/2005) of the Central Government Industrial Tribunal/Labour Court Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of N. M. D. C. Ltd. and their workman, which was received by the Central Government on 9-2-07.

[No. L-42011/1/2005-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/50/05

Presiding Officer: Shri C. M. Singh

Shri K. C. Mishra,
 General Secretary,
 M. P. Rashtriya Heera Khani Mazdoor Sangh (INTUC),
 NMDC Ltd. Keera Khanan Pariyojana,
 Mazhgaon, Panna (MP)Workman/Union

Versus

The General Manager,
 N. M. D. C. Ltd.,
 Diamond Mining Project, Panna (MP)Management

AWARD

Passed on this 9th day of December, 2006

1. The Government of India, Ministry of Labour *vide* its Notification No. L-42011/1/2005/IR(M-II) dated 1-6-05 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of Senior General Manager, National Mineral Development Corporation Ltd., Diamond Mining Project, Majhgawan Mine, Panna, MP in not fixing the pay of Shri Ganpat Singh and Shri Mister Khan, Senior Mechanic at par with the other workman Shri Keshar Singh, Sr. Mechanic is justified? If not to what relief the concerned workmen are entitled to?”

2. After the reference order was received, it was duly registered on 4-7-2005 and notices were issued to the parties to file their respective statements of claim. Both the workmen Sarva Shri Ganpat Singh and Mister Khan put in their appearance. They were given several dates for filing statement of claim but they failed to file the statement of claim and therefore ultimately on 17-7-2006, their right of filing statement of claim was closed and the reference was ordered to proceed *ex parte* against workmen.

3. The management filed their Written Statement. Their case in brief is as follows. Shri Keshar Singh (who is senior) and workmen Sarva Shri Ganpat Singh and Mister Khan who are junior to Shri Keshar Singh were working as Mechanic Grade-III *w.e.f.* 31-12-1977, 12-1-1978 and 28-4-1978 respectively. The senior most worker namely Shri Keshar Singh was promoted as Mechanic Grade-II on 30-10-1985, the remaining two juniors were promoted to the said post on 2-9-1987. The senior most worker Shri Keshar Singh was promoted as Mechanic Grade-I on 28-12-1991 and remaining two juniors were promoted to the said post on 29-9-1993. The Senior most worker

Shri Keshar Singh was again promoted to the post of Sr. Mechanic on 28-6-1996, the remaining two who were junior to him were promoted later to the said post-Sarva Shri Mister Khan on 27-6-1998 and Ganpat Singh on 29-6-1998. The Sr. Most Shri Keshar Singh was again promoted to the higher post of Master Mechanic Grade-II on 25-12-2000, whereas Sarva Shri Ganpat Singh and Mister Khan were promoted to this post on 27-12-2002. Shri Keshar Singh being senior most has been drawing higher pay than his juniors and in any case juniors cannot demand stepping up of pay at par with their senior. That Shri Ganpat Singh and Shri Mister Khan were in the pre-revised scale of Rs. 610-904 (Revised Rs. 1455-1973) and were drawing Basic pay of Rs. 882 (Pre-revised) (Rs. 1773 revised) on 1-7-1989 respectively, whereas Shri Keshar Singh was in the pay scale of Rs. 1455-1973 (revised) and drawing basic pay of Rs. 1813 (revised). The payment of basic of Rs. 1853 on 1-7-1990 to Shri Keshar Singh and Rs. 1813 to Shri Ganpat Singh and Shri Mister Khan were in order. In fact the pay parity claimed by the petitioners on 1-7-1989 was due to wrong fixation of basic pay of Shri Keshar Singh which was rectified by office order dated 17-3-1990.

	Basic Pay on 1-7-1989	Basic Pay on 1-7-90
Shri Keshar Singh	Rs. 1773 (Revised to Rs. 1813 <i>vide</i> Officer Order Dated 17-3-1990)	Rs. 1813
Shri Ganpat Singh	Rs. 1773 (Rs. 1733- on 1-1-1989)	Rs. 1813
Shri Mister Khan	Rs. 1773 (Rs. 1733 on 1-1-1989)	Rs. 1813

Further during the above period, no fixation was involved at all but only routine increments were granted. There was no differential treatment meted out to the workmen and the pay of the juniors cannot be made equal to the senior by virtue of their getting promotion and coming in the same scale. The pay of Shri Keshar Singh was Rs. 4216 and that of Shri Ganpat Singh and Mister Khan were fixed at Rs. 3892 on 1-7-1998 on promotion. It is, therefore, clear that there is no case of unfair treatment to Shri Ganpat Singh and Shri Mister Khan and their demand of promoting them with Shri Keshar Singh who was all along their senior cannot be acceded to. There is no anomaly and the claim is without any basis and award is liable to be given that the action of the management is justified.

4. Management examined Shri Pradeep Saxena, the then working as Dy. Manager (Personnel), NMDC Ltd., Panna and closed their evidence.

5. I have gone through the Written Argument advanced on behalf of management by Shri A. K. Shahsi,

Advocate the learned counsel for management. I have very carefully gone through the evidence on record.

6. As the case proceeded ex parte, because the workmen failed to file their statement of claim, no evidence has been adduced in support of the case of workmen whereas the management's case is fully established from the uncontroverted and unchallenged affidavit of Shri Pradeep Sexena, the then Dy. Manager (Personnel), NMDC Ltd., Panna.

7. In view of the above, the reference deserves to be decided in favour of the management and against the workmen. Considering the facts and circumstances of the case, I am of the opinion that the parties be directed to bear their own costs of this reference. The reference is, therefore, decided in favour of the management and against the workmen holding that the action of the management of Senior General Manager, National Mineral Development Corporation Ltd., Diamond Mining Project, Majhgawan Mine, Panna, MP in not fixing the pay of Shri Ganpat Singh and Shri Mister Khan, Senior Mechanic at par with the other workman Shri Keshar Singh, Sr. Mechanic is justified and consequently the workmen Shri Ganpat Singh and Shri Mister Khan are not entitled to any relief. The parties shall bear their own costs of this reference.

8. Copy of the award be sent to Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 9 फरवरी, 2007

का.आ. 715.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार एच पी सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोचीन के पंचाट (संदर्भ संख्या आई डी सं.- 155/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-07 को प्राप्त हुआ था।

[सं. एल.-30011/14/2000-आई आर (एम)]

एच. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 715.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the award (Ref. No. I. D. No. 155/2006) of the Central Government Industrial Tribunal/Labour Court Cochin now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of HPCL and their workman, which was received by the Central Government on 9-2-07.

[No. L-30011/14/2000-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P. L. Norbert, B. A., L. L. B., Presiding Officer
(Wednesday the 24th day of January, 2007)

I. D. 155/2006

(I. D. 66/2000 of Industrial Tribunal, Kollam)

- | | |
|---------------|--|
| Workmen/Union | <ol style="list-style-type: none"> 1. The Secretary,
Hindustan Petroleum
Workers Congress
HPC, Edappalli Kotta, Ponmana
P. O. Chavara, Kollam. 2. The Secretary,
Bharatiya Mazdoor Sangh
HPC, Edappalli Kotta, Ponmana
P. O. Chavara. 3. The Secretary,
Hindustan Petroleum General
Workers Union
HPC, Edappalli Kotta, Ponmana
P. O. Chavara. 4. The Secretary,
Hindustan Petroleum
Workers Union
HPC, Edappalli Kotta, Ponmana
P. O. Chavara,
Adv. Shri S. Sudheesh Kumar |
| Management | <ol style="list-style-type: none"> 1. The Depot Manager,
M/s. Hindustan Petroleum
Corporation Ltd.
Water Fed Depot, IRD,
Olanthuruthu
Edappalli Kota, Ponmana
P. O. Kollam. 2. Shri V. K. Pillai
Handling Contractor
C/o Depot Manager, Water Fed
Depot
M/s. Hindustan Petroleum
Corporation Ltd.
Water Fed Depot, IRD,
Olanthuruthu
Edappalli Kota, Ponmana
P. O., Kollam. 3. Shri Peethambharan, Contractor
C/o. Depot Manager, Water Fed
Depot
M/s. Hindustan Petroleum
Corporation Ltd.
Water Fed Depot, IRD,
Olanthuruthu
Edappalli Kota, Ponmana
P. O., Kollam. |

4. Shri Ajay Kumar, Contractor
C/o Depot Manager, Water Fed Depot
M/s. Hindustan Petroleum Corporation Ltd.
Water Fed Depot, IRD,
Olanthuruthu
Edappalli Kota, Ponmana P. O.
Kollam
5. Shri Sunil, Construction Contractor
C/o Depot Manager, Water Fed Depot
M/s. Hindustan Petroleum Corporation Ltd.
Water Fed Depot, IRD,
Olanthuruthu
Edappalli Kota, Ponmana P. O.
Kollam

Adv. M/s Menon & Pai

AWARD

This is a reference made by Central Government under Section 10 (1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is :—

“Whether there exists any employer-employee relationship between the Hindustan Petroleum Corporation Ltd., Chavara, Kollam Dist. and the 26 workers (list attached) who are also the project affected people (PAPAs) engaged through contractors, in their depot? And whether the demand for wage enhancement by the worker is justified? If so, to what relief the workmen are entitled to?

2. The facts of the case are as follows :—

Twenty six workers have raised the industrial dispute through four trade unions. The first management is Hindustan Petroleum Company and managements 2 to 5 are contractors. For establishing a depot for storage and distribution of various petroleum products in Southern part of Kerala, the Hindustan Petroleum Corporation acquired 27 ³/₄ acres of land at Ponmana of Karunagappally, Kollam District and commenced construction work of the company in 1992. The commercial transaction started in 1994. The land was acquired through Government and compensation under Land Acquisition Act was paid to 27 families who were evicted in pursuance to acquisition. Out of them one evictee died. Out of the evicted families, 26 members demanded employment in the depot. Thus the dispute started.

3. According to the unions the 1st management company had promised at the time of eviction of the families that at least one member of each family would be given employment in the depot. In fact 26 evictees were given

work from the beginning of commissioning of the depot. The unions came into the picture only later. When the employees wanted more work and higher wages the first management took a stand that the employees were working under contractors. But actually the contractors were intermediaries and persons put up by the 1st management with ulterior motive. The 1st management is the employer. The 1st management issued identity cards to the workers and they were covered under ESI and PF Acts. Attendance Register was maintained by the company. Instructions and directions were given by the company. The power to take disciplinary action is vested with the company. There were long-term settlements between company, contractors and trade unions. Till 31-1-2000 the 26 employees worked in the company. But on 1-2-2000 work was denied abruptly. A notice was published on the gate of the company stating that there is no work. The business was shifted to Ernakulam depot. The workers were in the employment of 1st management company for 8 years. Without issuing a notice to them according to law they were denied employment. The workers are entitled to be reinstated with back wages.

4. According to the management land was acquired and compensation was given to the land owners. There was no promise by the company to provide employment to the evictees. In 1994 when the business of the company commenced at Kollam the labour strength required was limited. There were only 2 officers, 2 clerks and 4 general workmen. Out of them one general workman was recruited from among the evictees and others were transferred from other establishments of the company to Kollam. The 1st management company being a Government Undertaking the staff can be recruited only through Employment Exchange. One such evictee was taken through Employment Exchange. There was no possibility to increase the strength of workers in the depot as there was no increase in depot activities after its commencement in 1994. Due to the demand for employment and protest of the evictees the District Collector and RDO had intervened and held discussions with trade unions, contractors and 1st management. As per an understanding the 1st management had instructed the contractors to engage 26 evictees if unskilled labourers were required for intermittent work in the company, like grass cutting, maintenance, etc. however the 1st management had not employed these workers. No identity card was issued and no attendance register of workers was maintained by the company. It was done by the contractors. The company never supervised the work of contract labour. No disciplinary action was taken by the company. There is no master and servant relationship between the contract labour and 1st management company. The workers wanted direct employment under 1st management. The RDO had intervened in the dispute. But there was no settlement. The matter was taken up before Assistant Labour Commissioner (Central). But conciliation failed. Since there

was protest and threat to company staff by the contract labourers the company discontinued its operation at Kollam depot from 1-2-2000 onwards. The company has no responsibility to provide employment to the evictees. The contract labourers had filed 2 writ petitions before Hon'ble High Court of Kerala regarding the same subject-matter. There are no vacancies for recruiting anybody else. The workers are not entitled for any relief.

5. In the light of the above contentions the following points arise for consideration :

- (1) Are the 26 workers the employees of 1st management company?
- (2) Are the workers entitled for reinstatement?
- (3) Are they entitled for wage enhancement?
- (4) Is the claim barred by *res judicata* ?
- (5) Reliefs.

The evidence consists of the oral testimony of WW1 and 2 and documentary evidence of Exts. W1 to 12 on the side of unions and MW1 and Exts. M1 & M2 on the side of management.

6. Point No. (1):

The very reference shows that 26 workers who have raised the dispute through unions were engaged through contractors in the 1st management depot. However, according to the unions the 4 contractors who are managements 2 to 5 are only name-lenders of 1st management and they were hoisted by the 1st management in order to deny monetary benefits to the workers and shirk statutory liability. They contend that in fact every activity of workers was controlled and supervised by the 1st management. Identity Cards were issued by the company. The workers were covered under ESI and EPF Acts. Attendance Register was maintained by the company. Disciplinary action was taken by the company. Besides, long term settlements were reached between company and unions. The contractors are a cover to shield the 1st management company from monetary liabilities. Relying on the decision reported in *Hussainbhai V. Alath Factory Thozhilali Union* AIR 1978 SC 1410 the learned counsel for the unions submitted that when evidence is analysed and dived deep the actual facts would be exposed that the real employer is the 1st management company and not the contractors. It is held in the decision of Hon'ble Supreme Court referred above that 'the presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex-contractor is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, it is found, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor.'

7. So far as the present case is concerned, it is not enough to describe in so many words that the company is supervising and controlling the workers, payment is made by the company, disciplinary action is taken by the company, etc. There should be proof in support of such contentions. Then alone the relationship could be established. It is seen from the materials on record that Identity Cards alone were issued by the 1st management company. Ext. W1 series are I/Cards (19 in number) issued by the Depot Manager of the Company to the workers. The ESI cards and EPF remittance receipts, Ext. W2 series (24 in number) and Ext. W3 series (16) respectively were issued by concerned authorities under ESI Act and EPF Act. They are statutory liabilities of employer. Whether the workers are working under contractor or under principal employer these liabilities have to be shouldered by the concerned employer. In case the contractor, who is the immediate employer, fails to remit the contributions to EPF and ESI Scheme then the ultimate liability is with the principal employer. But the workers cannot say on the basis of Exts. W2 series and W3 series that 1st management is the real employer. Ext. W4 series (20) are wages slips issued to the workers by the contractors and signed by them and not by the 1st management company. In the claim statement in para 5 it is stated that contractors were interposed by the company for the purpose of disbursing wages through them. MW1, the officer of the 1st management company, in the cross-examination deposed that the wages were paid by contractors and not by the 1st management company. WW1, Union Secretary, in the cross-examination (pg. 3) admitted that wages were paid by contractors.

8. The next contention of the workers is that there were long-term settlements between the 1st management company and the union representatives of workers. But the contention is not true. Ext. W6 is the minutes of the meeting held by RDO, Kollam on 29-10-1992. The Company was not a party to the meeting. The meeting was called by RDO. The demand of locals for employment in the 1st management depot was on the ground that they were evictees of the land where the company was constructed. Ext. W7 is minutes of the meeting held on 26-6-1996 by RDO. The company was a party to the meeting. However no final decision was taken on that day and for further discussion the meeting was adjourned. The dispute in the said meeting was whether the hose fitting to trucks was to be done by locals or permanent workers of the company or cleaners of lorries in which petroleum products were brought to the company. The next meeting of RDO was held on 3-7-1996 and minutes of the said meeting is Ext. W8. There the 1st management company was a party. However no settlement could be arrived on the dispute. It ended in failure. Ext. W5 is a settlement arrived before RDO on 15-7-1996 between contractors and unions, and company was not a party to the settlement. The company signed the settlement only as witness (Ext. W5, pg.3&4).

The settlement was regarding the number of days of work in a month, to be given to the workers, payment of bonus, shift timings, safety and security measures and disciplinary action. Since the company is not a party to Ext. W5 settlement none of the terms of settlement are binding on the company. Ext. W9 is the notice of conciliation issued by ALC(C) on 3-5-1999 to unions, contractors and company. Ext. W10 is the minutes of conciliation held on 20-12-1999 by ALC(C). No final decision was arrived on that day and the conciliation was adjourned. Ext. W11 is failure report prepared by ALC(C) after discussion with different parties to the conciliation. Thereafter the District Collector had intervened and held a meeting of all parties because of agitation and protest by the workers, for an amicable settlement. A notice for that purpose was issued on 18-2-2000. But the conciliation efforts were in vain. Hence the District Collector prepared a failure report on 8-3-2000 (Ext. W12). Thus, no settlements were arrived between the company and the unions regarding employment or service conditions of workers and the settlement was only with the contractors (Ext. W5). The attempt of ALC(C) and District Collector for settlement between the workers and the company as well as contractors ended in failure. It is to be noted that as per Ext. W5 settlement between the unions and contractors disciplinary action is to be taken by the contractor concerned (Clause 5 of Ext. W5). Thus, even the disciplinary action is to be taken by the contractors and not by the 1st management company. It is thus seen from the materials on record that except issuance of I/Cards to the workers nothing else was done by the company in order to say that the workers are employees of the company and every activity of workers is directed, supervised and controlled by the company. The company premises, being a protected area none without Identity Cards was allowed entry. It is relevant to note that WW1, Union Secretary has admitted that recruitment of workers is to be done through Employment Exchange, the 1st management company being a Govt. of India undertaking. One of the evictees was thus recruited through Employment Exchange by the company and it is admitted by WW2, another Union Secretary. The same is recorded in Ext. W8, minutes of the meeting held by RDO on 3-7-1996. Thus, there is absolutely no evidence to show that there is master and servant relationship or employer-employee relationship between the 1st management company and workers. Point is answered accordingly.

9. Point No. (2) :

Since I have found that there is no master and servant relationship between 1st management and the workers the latter cannot claim reinstatement. Moreover, it has come out in evidence that Kollam Depot was closed on 1-2-2000 and even now it is not re-opened. The business in Kollam Depot was shifted to Ernakulam. The claim of workers is for reinstatement by 1st management company. The contractors, managements 2 to 5, had engaged the workers

when the company was functioning. Therefore the question of reinstatement or regularization in the service of company does not arise. held accordingly.

10. Point No. (3) :

The workers are claiming enhanced wages from the company. I have already found that the workers are not employees of the company. Hence they have no right to demand wages hike as against the company. They cannot also claim higher wages as against the contractors as the company is no more functioning at Kollam.

11. Point No. (4) :

According to the management, on the same subject-matter and issue the workers had filed 2 writ O.P.s. as O.P. 2655/2000 and O.P. 14543/2000. Exts. M1 & M2 are copies of writ O.P.s. The first O.P. was disposed off finally on 31-1-2006 (judgement produced by the management). It is ordered by the Hon'ble High Court that in case any recruitment is made in Kollam Depot the workers being evictees shall be considered in preference to outsiders. In the light of this judgement it is contended by the management that the issue before this court is barred by principles of *res judicata*. The learned counsel finds support of his contention in *Z.M., Central Bank of India v. D. Anjaiah* 2004 III-LLJ 1118. It is held by the High Court of Andhra Pradesh, after quoting a passage from the decision of Hon'ble High Court in *Punjab Khadi & Village Industries Board v. P. Kulothangan* 2003 III LLJ 1153, as follows :

"6. The principle of *res judicata* operates on the Court. It is the courts which are prohibited from trying the issue which was directly and substantially in issue in the earlier proceedings between the same parties, provided the Court trying the subsequent proceeding is satisfied that the earlier Court was competent to dispose of the earlier proceedings and that the matter has been heard and finally decided by such Court. Here the parties to the writ petition filed by the respondent in the Madras High Court and the industrial dispute were the same. The cause of action in both was the refusal of the propellant to allow the respondent to rejoin service. The Madras High Court was competent to decide the issue which it did with a reasoned order on the merits and after a contested hearing. This was not a case where the earlier proceedings had been disposed of on any technical ground as was the case in *Workmen of Cochin Port Trust v. Board of Trustees of the Cochin Port Trust and another* AIR 1978 SC 1283 : 1978 (3) SCC 119 : 1978-II-LLJ-161 *Pujari Bai v. Madan Gopal (dead)* by L.Rs. AIR 1989 SC 1764. The "lesser relief" of reinstatement which was the subject matter of the industrial dispute had already been claimed by the respondent in the writ petition. This was

refused by the High Court. The correctness of the decision in the writ proceedings has not been challenged by the respondent. The decision was, therefore, final. Having got an adverse order in the writ petition, it was not open to the respondent to re-agitate the issue before the Labour Court and the Labour Court was incompetent to entertain the dispute raised by the respondent and re-decide the matter in the face of the earlier decision of the High Court in the writ proceedings.

7. From the above, it is clear that the doctrine of *res judicata* is applicable to industrial adjudication also. When the dispute raised about termination of services of temporary workman by way of writ petition, was disposed of by reasoned order, on merits, and after contested hearing, and after that order becomes final, re-agitation of same issue before Labour Court is barred by *res judicata*.

12. The writ O.P.s. were filed alleging that at the time of acquisition of land and eviction of families from their houses, the company had promised to give employment at least to one member each of the evicted families. But they did not keep up the promise. When the workers agitated, in the presence of RDO there was a conciliation and the company agreed to take some of the evictees through contractors. Thus workers were given casual employment under contractors. But as per the assurance given by the company the workers are entitled to be appointed and regularized by the company. The prayer in O.P.s. was therefore for appointment and regularization of workers by the company. On the other hand, in the present reference the claim is that, though they were for the purpose of record, taken for the work in the company under contractors, actually they are the employees of the company. There is master and servant relationship between company and the workers. Hence, they are entitled to be regularized and regularized in service. Thus the issues in writ O.P.s. and in the present reference are different. Moreover, writ O.P. 2655/2000 was not decided on merits, but in the light of the submission of the management before the Hon'ble High Court that the company was closed since 1-2-2000, it was ordered by Hon'ble High Court that in case any recruitment is made in the depot the petitioners in G.D. shall be considered in preference to outsiders. Therefore the dispute is not barred by *res judicata*.

13. Point No. (S):

The workers are not the employees of 1st management company but of contractors. 2ndly. They are not entitled to claim employment or reinstatement or regularisation in the 1st management company. Since they are not workmen of the company they are also not entitled for retrenchment compensation from the company. None of the other provisions of Chapter V-A of I.D. Act is

applicable to this case and none of the reliefs under that Chapter can be claimed by the workers.

14. In the result, an award is passed finding that there is no employer-employee relationship between Hindustan Petroleum Corporation Limited, Chavara, Kollam District and the 26 workers engaged through contractors. The demand for wage enhancement by the workers is not justified. The workers are not entitled for any relief. The parties will suffer their respective costs. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 24th day of January, 2007.

P. I. NORBERT, Presiding Officer

APPENDIX

Witnesses for the Union :

W-1 — Shri Ganesham, A.K.

W-2 — Shri K. Peethambaram.

Witnesses for the Management :

M-1 — Shri Benay C. Thomas.

Exhibits for the Union :

U-1 — I/Cards issued to the workmen (19 Nos.).

U-2 — ESI Cards issued to the workmen

U-3 — EPF receipts issued to the workmen.

U-4 — Wage slips of the workmen.

U-5 — Photocopy of MoU dated 15-7-1996 between contractors and workmen.

U-6 — Photocopy of Minutes of the Meeting dated 27-10-1992 held by RDO.

U-7 — Copy of Minutes of the Meeting dated 26-6-1996 held by RDO.

U-8 — Copy of Minutes of the Meeting dated 3-7-1996 held by RDO.

U-9 — Letter No. 8/7/99-ALC-TVM dated 3-5-1999 issued to Unions by ALC(C).

U-10 — Minutes of the discussions held before ALC(C) held on 20-12-1999.

U-11 — Minutes of conciliation proceedings held before ALC(C) held on 21-1-2000.

U-12 — Copy of letter No. M8 8552/00 issued by the District Collector.

Exhibits for the Management :

M-1 — Photocopy of O.P. No. 2655/00 dated 21-1-2000 filed before H.C. of Kerala

M-2 — Photocopy of O.P. No. 14543/00 dated 24-5-00 filed before H.C. of Kerala.

नई दिल्ली, 9 फरवरी, 2007

का.आ. 716.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय II, नई दिल्ली के पंचाट (संदर्भ संख्या आई.डी.सं. 156/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-07 को प्राप्त हुआ था।

[सं. एल.-11012/14/97-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 716.—In pursuance of Section 17 of the Industrial Dispute Act, 1947, the Central Government hereby publishes the Award (Ref. No. ID No. 156/1998) of the Central Government Industrial Tribunal/Labour Court II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 9-2-07.

[No.L-11012/14/97-IR(M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM- LABOUR-COURT-II, NEW DELHI

Presiding Officer : R. N. Rai I.D. No. 156/1998

Present :—Sh. D. R. Roy 1st Party
Sh. Feroz Ahmed 2nd Party

In the matter of :—

Smt. Shakuntala W/o. Shri Ramesh,
S-170/B/370,
Jharcra Village, Delhi Cantt.,
New Delhi—110010.

Versus

Airport Authority of India (IAD),
The Airport Director, Palam Airport,
New Delhi—110037.

AWARD

The Ministry of Labour by its letter No. L-11012/14/97/IR (M) Central Government Dt. 8-6-1998 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the claim of Smt. Shakuntala, Safai Karamchhari/Contract labour for absorption/regularization of her services by the management of Airport Authority of India (IA Division) on the

basis of Hon'ble Supreme Court Judgment dated 6-12-1996 in the case of Air India Statutory Corporation Vs. United Labour Union and others etc. is justified? If not, to what relief the concerned contract labour/workman is entitled to and from what date?”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the petitioner/workman has been an employee of one of the contractors doing work of sweeping, cleaning and dusting in the premises of the respondent organization during the year 1995 on wards.

The the petitioner/workman belongs to Balmiki Caste—a Scheduled category and her date of birth is 12-09-1967.

That the petitioner/workman was rendered jobless with the termination of the contract system in the respondent works in 1996, but, the job which she was doing is a continuous need and is there, being done departmentally.

That when the contract system was abolished the petitioner/workman made her claim to be employed on priority basis with the master organization, the respondent herein. But this did not succeed.

That the petitioner/workman then raised her Industrial Dispute before the Labour Commissioner (C) whose efforts to get it settled failed due to the respondent's denial of employment.

That the same dispute has been raised here before this Hon'ble Court for legal protection as per guarantee of law. That the petitioner/workman has no other source of livelihood.

It is, therefore, most humbly prayed that this Hon'ble Court may graciously be pleased to direct respondent to absorb the petitioner/workman in their organization for the same work of cleaning, sweeping and dusting which she did for their contractor.

Any other relief(s) which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case be also granted in favour of the petitioner/workman.

The management has filed written statement. In the written statement it has been stated that the appropriate Government has passed the reference order mechanically and arbitrarily and without application of mind to the facts and circumstances of the case. The reference is bad and this Hon'ble Tribunal has no jurisdiction to try the matter.

That the statement of claim is bad under section 2(k) and 2 (s) of the ID Act, 1947 and this Hon'ble Tribunal has no jurisdiction to try the matter.

That the statement of claim filed by the claimant is not maintainable for mis-joinder and non-joinder of the

necessary parties, the contractor, hence, the Hon'ble Tribunal has no jurisdiction to try the matter.

That the Regulation and Abolition of the Contract will come under the purview of Contract Labour (Regulation and Abolition) Act, 1970 and as such the appropriate Government to decide the matter pertaining to contract labour is the Central Government through the Advisory Board as provided in the Act. No industrial dispute can be said to be in this matter; hence this Hon'ble Tribunal has no jurisdiction to try the matter.

That the claimant has not approached this Hon'ble Forum with clean hands and has suppressed the material facts. Hence, is not entitled any relief whatsoever.

That the claim is highly belated, malafide and has been raised by misusing the process of law and to harass and black-mail the management.

That no valid, proper demand notice was served on the management by the claimant before filing the case with the conciliation officer. In any event no industrial dispute can be said to have been validly raised. The reference is bad and the Hon'ble Tribunal has no jurisdiction to try the matter.

That without prejudice to the above mentioned preliminary objections, it is submitted that after the recent judgment passed by the Hon'ble Supreme Court of India, even otherwise the claim of the workman is not maintainable and is liable to be rejected as being an employee of the contractor.

That, without prejudice to the above mentioned preliminary objection, it is submitted that the claim is highly belated and has not been validly espoused either by any union having *locus standi* to do so or by substantial body to the workman. No industrial dispute can be said to be existence. Hence, this Hon'ble Tribunal has no jurisdiction to try the matter.

Without prejudice to the preliminary objections raised above which are jurisdictional points and as such to be decided first, the parawise reply to the alleged claim is as under :—

That it is admitted by the workman that she was working under the contractor and not under the answering management, hence no claim lies against the answering management. It is submitted that in the recent judgment passed by the Hon'ble Supreme Court the contract labourers for the purpose of sweeping, cleaning and dusting etc. cannot claim regularization as they remained to be the employee of the contractor.

It is further submitted that the workman was never an employee of the answering management; hence, there is no question of termination of her services. It is also denied that the job claims to be working for is a continuous one. The contractors are given to do jobs as and when it is required by the department for a specific period of time.

It is further submitted that the workman had never worked with the answering management and hence the workman is not entitled to any claim whatsoever from the answering management.

It is further submitted that no valid industrial dispute was raised and procedures followed. It is further submitted that the workman is not entitled to any employment as not being the employee of the management at all at any point of time.

It is further submitted that the alleged industrial dispute has been raised to black mail and pressurize the management to come to the dictated terms of the management.

It is further submitted that the workman was gainfully employed and she does not require any other jobs.

Prayer clause of the statement of claim is wrong and denied and she is not entitled to any relief whatsoever.

It is, therefore, respectfully prayed that the claim of the workman may kindly be dismissed with costs and the reference may be answered accordingly in the interest of justice.

The workman applicant has filed rejoinder. In her rejoinder she has reiterated the averments of her claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken. Management was heard.

It transpires from perusal of the order sheet that the workman was not present on several dates, so his cross examination has been closed.

The case of the workman is that she was doing the work of sweeping, cleaning and dusting in the premises of the respondent's organization during the year 1995 onwards. Her services were terminated on 6-12-1996. She has been rendered jobless.

It was submitted from the side of the management that the workman has not worked with them. There is no relation of employer and employee.

It becomes quite obvious from perusal of the record that the year of employment according to claim is 1995. The workman in her cross examination has stated that she was engaged in the Airport in the year 1984. The workman has not filed even a single document regarding her employment. She has stated in her affidavit that she was employed in the year 1996 through a contractor under the respondent/management. Her services have been terminated in the year 1996. A case of 240 working days is not made out even on the basis of her affidavit. There is no other document in support of her claim statement. She is not entitled to get any relief as prayed for. ^a

The reference is replied thus :—

The claim of Smt. Shakuntala, Safai Karamchari/ Contract Labour for absorption/regularization of her services by the management of Airport Authority of India (IA Division) on the basis of Hon'ble Supreme Court Judgment dated 6-12-1996 in the case of Air India Statutory Corporation Vs. United Labour Union and others etc. is not justified. The workman application is not entitled to get any relief as prayed for.

Award is given accordingly.

Date: 31-01-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 9 फरवरी, 2007

का.आ. 717.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ग्रासिम इंडस्ट्रीज लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ आईटी सं.-77/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-2007 को प्राप्त हुआ था।

[सं. एल-29011/4/2006-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 717.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID No. 77/2006) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Grasim Industries Ltd. and their workman, which was received by the Central Government on 9-1-2007.

[No. L-29011/4/2006-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 29th December, 2006

Present : K. JAYARAMAN,

Presiding Officer

Industrial Dispute No. 77/2006

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Grasim Industries Ltd. Cement Division South and their workmen)

BETWEEN

Sri P. Subramanian, : I Party/Petitioner
Vice-President,
TMC Workers' Union

AND

1. The General Manager, : II Party/Management
Grasim Industries Ltd.
Cement Division South,
Reddipalayam PO
2. Sri K. T. Reddy,
(Contractor),
Managing Director,
VSK Projects Pvt. Ltd.
Hyderabad.
3. Sri J. G. Sundarrajan,
Sub Contractor,
M/s. VSK Project Pvt. Ltd.,
Ariyalur

APPEARANCES

For the Petitioner : None
For the 1st Respondent : M/s. Mennakshi
Sundaram and
Dwarakanathan,
Advocates
For the 2nd & 3rd Respondents : None

AWARD

The Central Government, Ministry of Labour vide Order No. L-29011/4/2006-IR (M) dated 24-08-2006 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned in dispute is as follows :—

“Whether the claim of reinstatement with back wages/regularisation in the rolls of Grasim Industries Ltd., Cement Division South, Reddipalayam by the 26 contract workmen (as per annexure) is legal and justified? If not, to what relief the workmen are entitled to?”

2. After the receipt of the reference, it was taken on file as I.D. No. 77/2006 and notices were issued to both the parties. Except the 1st Respondent all other parties namely the Petitioner and the 2nd & 3rd Respondents remained absent. Hence, they were called absent and set ex-parte. The 1st Respondent/Management alone filed a memo of objection.

3. The allegations in the memo of objection filed by 1st Respondent are briefly as follows :—

It is reliably learnt that the workmen concerned in this dispute have also settled their dues individually with the management of 2nd Party and the copy of settlement of Sri P. Subramanian namely Vice-President of the Petitioner union is appended herewith for the perusal of this Tribunal

and hence, the Respondent prays to dismiss the claim of the Petitioner for non-appearance of the Petitioner in limini, since they remained ex-parte.

4. In these circumstances the point for my consideration is --

"To what relief the Petitioner is entitled?"

Point :—

5. Though this dispute is raised for regularisation of 26 workmen alleged to have been employed by the Respondent/Management, even after two notices, neither the Petitioner nor the 2nd & 3rd Respondents appeared before this Tribunal to prosecute this case further. They only contesting Respondent namely 1st Respondent alleged that the Petitioner union has settled the matter with the management and they have entered into settlement under Section 12(3) with the management and therefore, they remained absent and they should set ex-parte.

6. In these circumstances, I find though the Petitioner raised a dispute for regularisation and reinstatement with back wages, they never appeared before this Court for prosecuting this case. Under such circumstances, I find the Petitioner Union representing 26 workmen are not entitled to any relief as prayed for.

7. Thus, the reference is disposed of accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 29th December, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents Marked :

On either side : Nil

नई दिल्ली, 9 फरवरी, 2007

का.आ. 718. - औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में हरियाणा मिनरलस लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, नई दिल्ली के पंचाट (संदर्भ आई. डी. सं. 10/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-2007 को प्राप्त हुआ था।

[सं. एल-29011/49/2000-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 718.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. ID No. 10/2001) of the Central Government Industrial Tribunal/Labour Court-II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Haryana Minerals Limited and their workman, which was received by the Central Government on 9-2-2007.

[No. L-29011/49/2000-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R.N. RAI

I.D. No. 10/2001

Present

Sh. C.L. GERA	1st Party
Sh. Baldev Atri	2nd Party

In the Matter of :—

Shri Chander Pal,
C/o Shri C.L. Gera,
President, HLO, 2A/118, NIT,
Faridabad (Haryana).

Versus

M/s. Haryana Minerals Limited,
Through its Manager,
(A State Government Undertaking),
Kothi No. 440, Sector 21,
Faridabad (Haryana).

AWARD

The Ministry of Labour by its letter No.L-29011/49/2000-IR (M) Central Government Dt. 24-01-2001 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the management of HML in terminating the service of Shri Chander Pal w.e.f. 31.12.1999 is just and legal? If not, to what relief the workman is entitled for."

The workman applicant has filed statement of claim. In the statement of claim it is stated that the workman was engaged against a permanent post on the verbal order of Manager of M/s. Haryana Minerals Limited (in short-HML) w.e.f. 09-10-1990 as a Bill Clerk but no written appointment letter was issued to the workman by the respondent. The last drawn wages of the applicant/workman was Rs.1130 per month consolidated.

That the respondent is a Public Limited Company registered under the Companies Act and doing the business

of Mining of Stones, Silica Sand etc. in the State of Haryana which is a State Government Undertaking and by employing the workman its strength goes to more than 1000 employees on different jobs.

That the workman worked at Faridabad uninterruptedly from 9th October, 1990 to 21st December, 1992 to the satisfaction of the employer on the rate of wages assessed by the respondent and lastly, the workman was drawing wages of Rs.1130 per month consolidated and no increase was given to him.

That the work and conduct of the workman remained blotless and quite satisfactory during the tenure of his services and no chance of complaint was ever given to his superiors.

That the applicant reported for duty as usual on 21-12-1992, but on the verbal orders of the Manager of the respondent, he was stopped from doing his duties and was told that his services were no more required by the HML. Hence, the services of the workman have been terminated by the respondent with effect from 21-12-1992 in an utmost illegal and arbitrary manner and no retrenchment compensation or notice pay was given to him u/s 25 F/25N of the ID Act, 1947 which are mandatory under the provisions of the ID Act, 1947.

That the respondent had not issued any show cause notice or charge sheet nor any domestic inquiry was ever held. Even no opportunity was given to the workman of being heard before terminating the services of the workman by the HML.

That the workman worked in the Company i.e. HML from 09-10-1990 to 21-12-1992 for a period of more than 240 days without any break. Hence, terminating the services of the workman in this manner by the respondent company, amounts to retrenchment u/s 2 (oo) of the Act, and the respondent was legally responsible to comply with the provisions of sections 25 F and 25 N of the Act which they failed to do. Hence, terminating the services of the workman is ex-facie illegal and the workman is entitled to reinstatement into service with continuity of service and full back wages and also to other consequential benefits.

That M/s. Haryana Minerals Limited being an industry u/s 2 J of the Act, is an "Industrial Establishment". Therefore, termination of services of the workman without any rhyme or reason or without leveling any charges against him or without conducting any domestic inquiry or without giving him an opportunity of being heard, is violation of Industrial Dispute Act and also against natural justice.

In view of the above facts the action of the respondent company is grossly unjust and illegal and the workman submits that he may kindly be reinstated into service with continuity of service and full back wages on the following among other grounds :—

- (a) because the workman worked more than 240 days continuously without any break.
- (b) because the workman has not committed any misconduct and has not been issued any charge sheet or no domestic inquiry was conducted into the matter.
- (c) because the workman has not been retrenched in compliance of the mandatory provisions u/s. 25 F/25N of the ID Act, 1947.
- (d) because the action of the respondent company i.e. not permitting the workman to resume his duties on 21-12-1992 amounts to illegal termination of services as such they have not bothered to comply with the statutory provisions of the Act.

Under the above circumstances, the workman most respectfully prays that the Hon'ble Tribunal may graciously be pleased to answer the reference in favour of the workman and against the respondent company, particularly directing the respondent company :—

- (a) to reinstate the workman into service with continuity of service and full back wages etc.
- (b) to award cost of the proceedings in favour of the workman.
- (c) award/grant any other and/or further relief this Hon'ble Tribunal may deem fit and proper.

The management has filed written statement. In the written statement it is stated that the services of the workman were retrenched with effect from 21-12-1992 in compliance/under the provisions of Section 25 F of the ID Act, 1947 because the respondent management has/had become unable to provide employment in the mining operations or otherwise due to closure of the stone crushers in pursuance to the order of the Hon'ble Supreme Court of India dated 15-5-1992 in W.P. No.4677/1985. It is pertinent to mention that by the said order all the mechanical stone crushers in Faridabad/Bahadurgarh area were directed to be closed with effect from 15-6-1992. Further the Hon'ble Supreme Court directed the immediate stoppage of stone crushers in the Union Territory of Delhi/Faridabad Ballabhgarh Complex, which had no valid licenses from the appropriate authorities. Besides the Central Pollution Board also stopped some other stone crushers under Section 31A of Air (Prevention and Control of Pollution) Act, 1981. As a result almost all the stone crushers of the area had been closed/shifted.

The stone produced by various mining establishments in Faridabad and Ballabhgarh area was required to be crushed in the stone crushers so as to make it commercially useful as road metal or building stone and make it marketable. Due to closure of stone crushers in the

area who were the main users of the stone produced by the mining industry of the area including the various mining operations and production of minerals of these establishment have suffered a crisis causing a serious set back to these mining establishment.

That the closure of crushers resulted in reduction of mining operation and employment because the mines were feeding raw material to the crushers. The respondent management was constrained to take a decision for the retrenchment of its employees including the workman. After complying all the provisions as to laying off and retrenchment, the workman was served with a proper and legal order of retrenchment dated 21-12-1992 in accordance with the provisions of Chapter V-A of the ID Act, 1947 stating to collect the amount of one month's wages in lieu of notice period and retrenchment compensation and other dues payable to him as admissible under the Section 25 F of the ID Act, 1947 from the office. As such, pay in lieu of one month's notice and retrenchment compensation has been paid to the workman. Notice has been given in compliance with Section 25 F (C).

That prior to retrenchment on 21-12-1992 the workman was under lay-off for a period of 21 days during December, 1992 and he was allowed to draw the compensation for lay-off as per the provisions of Section 25(C) of the ID Act, 1947. The workman has been paid the lay-off compensation upto the date of 21-12-1992. However, it is worthwhile here to state that as per proviso of the Section 25 (C) the lay-off compensation of 21 days for the period December, 1992 has been set off against the compensation payable for retrenchment to the workman Shri Chander Pal Singh.

In the aforesaid circumstances the management after going through/complying with all the provisions of law, has taken a decision for retrenchment and passed order dated 21-12-1992, in consonance with the provisions of ID Act, 1947.

That the Mewla Maharajpur Mines of the respondent/management, is an industrial establishment in terms of clause (j) of Section 2 of Mines Act, 1952 (35 of 1952) and a mine is termed as on "Industrial Establishment" under clause (ii) of sub-section 2 of Section 25 A of the ID Act, 1947. It is one of the several or various other establishment of Haryana Minerals Limited, each establishment being separate and distinct establishment or undertaking as contemplated under the ID Act, 1947. It has employed less than 100 workmen on an average per working day for the preceding 12 month from the date of retrenchment. The services of the workman have been retrenched in compliance of Section 25 F, Chapter V - A of the ID Act, 1947, after complying with all the requirements as contemplated therein. The provisions of Section 25 (N) of the ID Act, were not attracted at all. In view of Section 25 L of the ID Act, 1947 a mine is an industrial establishment

for the purpose of Chapter V-B. As such each mine is a separate and independent establishment.

That the order of retrenchment dated 21-12-1992 is just, legal and valid as the same has been passed in compliance with the provisions of Chapter V-A. Sec. 25(F) of ID Act, 1947 which have completely been followed.

That the aforesaid reasons as well the order of retrenchment dated 21-12-1992 has been upheld by the Hon'ble High Court of Punjab and Haryana in a challenge by some of the workmen who were also retrenched by the same order of retrenchment dated 21-12-1992, vide its order dated 04-02-1994 in Writ Petition No. 2299 of 1993. The Special Leave Petition against the same has been dismissed as withdrawn.

That the claim of the workman is not maintainable and the claimant is estopped from his own act and conduct as the claimant has raised the instant industrial dispute by serving a demand notice after a long period of seven years. The claim of the workman suffers from delay and latches.

That the claimant/workman is doing service/gainfully employed after the retrenchment. That is why he has served the demand notice after a long period of seven years from the date of retrenchment.

It is submitted that the retrenchment order has rightly been passed by the respondent/management in the aforesaid facts and circumstances and the reasons for passing the retrenchment order have been upheld by the Hon'ble High Court of Punjab and Haryana as stated herein above. The order of retrenchment dated 2-12-1992 is just, legal and valid as the same has been passed in compliance with the provisions of Chapter V-A of the ID Act, 1947. The provisions of Section 25 F have completely been followed. The answering management never terminated the services of the applicant workman on 31-12-1992.

The workman/claimant was engaged as skilled category workman w.e.f. 11-10-1990 at the mining establishment and was allowed the rate of wages prescribed for skilled category by the Central Government from time to time. No terms of appointment were entered into because he was engaged temporarily. It is especially denied that he was employed against a permanent post. Moreover, the sanctioned strength against which the workman was engaged has since been abolished from the roll of the establishment. It is specifically submitted that the mining establishment of Mewla Maharajpur is no longer with Haryana Minerals Limited w.e.f. 14-08-2001.

The respondent/management may be a Public Limited Co., but as stated herein above each mine is a separate industrial establishment. Even otherwise separate leases are granted by the State Government for each mine and for a specific period. The mine of Mewla Maharajpur where the workman had allegedly been employed by the Manager of that mine and employed for that mine only, had

less than 100 workmen on an average per working day for the preceding 12 months from the date of retrenchment. Further it is specifically submitted that the total strength of workmen at all mining establishments of the answering management is less than 100. The rest of the contents are totally irrelevant and wrong hence again denied.

It is denied that his working was ever satisfactory. The claimant was given the rate of wage prescribed for mining workmen by Ministry of Labour, Government of India revisable from time to time and he was drawing the daily rate of wage @ Rs. 33.83/day (Rs. 1014.00 only) at the day of retrenchment in pursuance of Central Government letter No. 95(2)90/ALR dated 25-03-1992. It is specifically denied that he was drawing the wage of Rs. 1130 per month.

The applicant/workman has mislead this Hon'ble Tribunal and has suppressed material facts from this Tribunal. His services were retrenched for sufficient reasons and on valid grounds as stated in preliminary objections taken in paras 1 to 9 of this reply. The order of retrenchment No. HM/E/92/MM. 203 dated 21-12-1992 was passed paying one month's salary in lieu of one month notice period and retrenchment compensation in terms of Section 25(F) of the ID Act, 1947. It is further pertinent to mention here that with the closure of stone crushers in May, 1992 the mines of Mewla Maharajpur where the applicant was appointed, ceased to produce the minerals/stone, the applicant was laid off with effect from 26-05-1992 with other workmen and was paid lay-off compensation in terms of Section 25 C of ID Act, 1947. The amount of Rs. 3535.51 was paid on account of lay-off compensation. The said amount of lay-off compensation was set off against the retrenchment compensation payable to the claimant under Section 25 F of the Act. In view of the facts above, the contents of para 6 are again specifically denied being misleading and factually incorrect. The order of retrenchment dated 21-12-1992 passed was just, legal and competent.

As stated above the workman was retrenched after complying with all provisions of law and natural justice and the order of retrenchment dated 21-12-1992 is just, legal and valid as the same has been passed in compliance with provisions of Chapter V-A of the ID Act, 1947.

It is wrong and baseless to say that the retrenchment of the workman is ex-facie illegal. It is further wrong to say that the worker is entitled to reinstatement into service with consequential benefits as alleged. The retrenchment order has been passed in compliance with the provisions of Section 25F of the ID Act, 1947. The contention as to the applicability of Section 25 N is totally irrelevant and illogical. The submissions made in reply to paras herein above are reiterated as part of reply to this para. The case of the applicant pertains to retrenchment from the employment in terms of Section 25 F of the ID Act, 1947.

That the claim statement is totally wrong, irrelevant and misconceived in as much as it is alleged that there is any violation of ID Act, 1947 and against principle of natural justice. In reply to the rest of the contents, the submissions made herein above in this respect are reiterated and it is again stated at the cost of repetition that the order of retrenchment dated 21-12-1992 is just, legal and valid as the same has been passed in compliance with provisions of Section 25 F of Chapter V-A of the ID Act, 1947.

In view of the aforesaid facts and submissions, it is wrong and baseless to say that the action of the respondent/management is unjust and illegal and the workman is entitled to reinstatement into service with back wages as alleged. The grounds taken sub paras (a), (b), (c) & (d) are totally irrelevant, baseless, factually incorrect and misleading. The same are not sustainable. It is wrong to say that the workman has not been retrenched in compliance of the provisions of the ID Act, 1947. It is further wrong to say that the retrenchment order dated 21-12-1992 amounts to illegal termination of services. The submissions made herein above in this respect may be read as part of the reply to the grounds.

The prayer clause is totally wrong and misleading. The workman is not entitled to have the reference decided in his favour much less with the alleged directions contained in clause (a), (b) & (c) of the prayer. In the aforesaid facts and circumstances and the submissions made herein above, it is most humbly prayed that this Hon'ble Tribunal may graciously be pleased to answer the reference against the workman by rejecting the claim with costs.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written Statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that the management witness has admitted in his cross examination as under :—

"Notice by registered letter has been sent to the workman but it has been received back."

"No second notice has been sent to the workman as per record."

"No retrenchment compensation has been paid to the workman."

"No such letter was issued to the applicant as per the direction of the Government."

"The applicant does not come in the period for which new policy has been made to accommodate retrenched employees."

"The workman has worked from 19 to 21-12-1992. He had worked for more than 240 days."

It becomes quite obvious from perusal of the evidence of MW1 that the workman has not been paid retrenchment compensation. No letter such as Ex. W6 has been issued to the workman as per direction of the Government. The workman has worked from 9-10-1990 to 21-12-1992, so he has worked for a period of more than 240 days.

It was submitted in such circumstances that retrenchment compensation should have been paid to the workman.

It was submitted from the side of the management that the stone produced by various mining establishments in Faridabad and Ballabgarh area was required to be crushed in the stone crushers so as to make it commercially useful as road metal or building stone and make it marketable. Due to closure of stone crushers in the area who were the main users of the stone produced by the mining industry of the area including the various mining operations and production of minerals of these establishment have suffered a crisis causing a serious set back to these mining establishment.

That the closure of the crushers resulted in reduction of mining operation and employment because the mines were feeding raw material to the crushers. The respondent/management was constrained to take a decision for the retrenchment of its employees including the workman.

It was submitted from the side of the management that the workman has been retrenched in compliance of Section 25 F, Chapter V-A of the ID Act, 1947, after complying with all the requirements as contemplated therein. The provisions of Section 25 N of the ID Act, 1947 were not attracted at all.

After complying all the provisions as to lay off and retrenchment, the workman was served with a proper and legal order of retrenchment dated 21-12-1992 in accordance with the provisions of Chapter V-A of the ID Act, 1947 stating to collect the amount of one month's wages in lieu of notice period and retrenchment compensation and other dues payable to him as admissible under the Section 25 F of the ID Act, 1947 from the office. As such, pay in lieu of one month's notice and retrenchment compensation has been paid to the workman. Notice has been given in compliance of Section 25 F of the ID Act, 1947. There is sufficient evidence on record.

It was further submitted that prior to the retrenchment on 21-12-1992, the workman was under lay off for a period of 21 days during December, 1992 and he was allowed to draw the compensation for lay off as per the provisions of Section 25 (C) of the ID Act, 1947. The workman has been paid the lay off compensation up to the date of 21-12-1992.

It was further submitted that as per proviso of the Section 25(C), the lay off compensation of 21 days for the period December, 1992 has been set off against the compensation payable for retrenchment to the workman Shri Chander Pal Singh.

It was submitted that after the retrenchment of the workmen the activities of the management continued to decline on account of decrease in the mining operations of the areas as stated in the reply and affidavit of the management. The period of leases of various mines expired and some of the mines were even taken over by the State Government. The State Government after taking review, decided to close down all the activities of Haryana Minerals Limited w.e.f. 30-6-2002. As such, all the activities of Haryana Minerals Limited have actually been closed down.

It was further submitted that there was no sanctioned manpower of any establishment of the company. One Inspector, One peon and Accounts Officer are looking after the court cases, who are on deputation from their respective departments. There is no operations/activities and no income/receipts whatsoever. As such it has no funds whatsoever.

It becomes quite obvious from perusal of the documents on record that notice was sent to the workman to receive retrenchment compensation but it was received back unserved. No 2nd notice has been sent to the workman.

It was submitted that the address of the workman was not correct, so notice for receiving retrenchment compensation was not served on him. Only one address was provided, so notice was sent on that address. There was no need of sending 2nd notice. The workman was retrenched on 21-12-1992 and in view of the judgment of the Hon'ble Supreme Court an amount of retrenchment compensation was calculated and the workman was sent notice by registered post to receive the retrenchment compensation and one month's pay in lieu of notice but the correct address of the workman was not known to the management, so the notice was received back.

It was submitted that retrenchment was validly effected in view of judgment of Hon'ble Apex Court. The order of retrenchment was challenged in the Punjab and Haryana High Court. It was held that the order of retrenchment is valid. An SLP was filed against that order. It was dismissed, so it has been held that retrenchment order is valid.

So far as the case of the workman is concerned notice of retrenchment was sent to him mentioning therein to collect the retrenchment compensation but the workman was not available, so retrenchment compensation was not paid to him.

It was further submitted from the side of the workman that Ex. W6, notice has been sent to the workman for sending application along with affidavit. The policy of the Haryana

Government is for adjustment of the employees of Government Corporation/Federations retrenched from service between 1-3-2000 to 31-3-2005. The workman does not come under this category. The workman was retrenched in the year 1992. He made no effort to receive his retrenchment compensation or to raise industrial dispute. The dispute was raised in the year 2001 after a delay of about 8 years. This indicates that the workman was gainfully employed somewhere else, so he did not take care to raise industrial dispute or to send demand notice to the respondent to consider his case and to declare retrenchment illegal. No action has been taken by the workman for almost 8 years.

Policy of the Government as referred to above is not applicable in his case. Long delay deprives a workman of any relief. No premium can be paid for delay. It has been held by the Hon'ble Supreme Court that long delay impedes the maintenance of the records. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under :—

“Law does not prescribe any time limit for the appropriate Government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service.”

There is delay of about 8 years and the workman has been retrenched with notice to receive retrenchment compensation. He has failed to receive the same, so there is no flaw on the part of the Government. It was the non-availability of the workman that he has not received the retrenchment compensation meant for him. So he is not entitled to reinstatement in the facts and circumstances of the case. He has not received retrenchment compensation, so he is entitled to an amount of Rs. 25,000 (Rs. Twenty Five Thousand) by way of compensation which he did not receive in the year 1992. He is not entitled to get any other relief.

The reference is replied thus :—

The action of the management of HML in terminating the service of Shri Chander Pal w.e.f. 31-12-1999 is just and legal. However, the management is directed to pay Rs. 25,000 (Rs. Twenty Five Thousand Only) by way of compensation which the applicant did not receive in the year 1992 within three months from the date of publication of the award.

Award is given accordingly.

Date : 29-1-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 9 फरवरी, 2007

का.आ. 719.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सीजीआईटीए सं.-301/04/ओल्ड आईटीसी. 20/01) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-2007 को प्राप्त हुआ था।

[सं. एल-30025/2/2007-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 719. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA No. 301/04/Old ITC 20/01) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC and their workman, which was received by the Central Government on 9-2-2007.

[No. L-30025/2/2007-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT AHMEDABAD

Present : Shri A. A. LAD

Presiding Officer

(Complaint C. G. I. T. A. No. 301/04

Old Complaint I. T. C. 20/01)

Shaikh Irfan Yusufbhai

C/o. Gujarat Labour Union

3/24, Ilora Commercial Center,

Relief Road, Ahmedabad.

.....Complainant

V/s.

G. G. M. ONGC Avani Bhawan,

5th Floor Sabarmati,

.....Opponent

Appearance :

Complainant : Absent.

Opponent : Shri K. V. Gadha, Shri Mahendra Patel

(Complaint C.G.I.T.A. No. 301/04)

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act stating that, during the pendency of reference No. 35/98 action was taken by opp. of not providing work as per the order passed on Ex. 32. Besides its alleged full salary be paid.

2. This was objected by the opponent by filing a reply at Ex. 6 stating that, decision taken by it was just and proper and does not required any interference.
3. Rozanama reveals that parties were absent on 3-8-05 as well as 5-10-05. Complaint was kept for order. So I pass the following order :

ORDER

The complaint is disposed off for want of prosecution. No order as to cost.

Date: 5-12-06
Ahmedabad.

A.A. LAD, Presiding Officer

नई दिल्ली, 9 फरवरी, 2007

का.आ. 720.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सीजीआईटीए सं.-303/04) ओल्ड आईटीसी. (22/01) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-2007 को प्राप्त हुआ था।

[सं. एल-30025/2/2007-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 720.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA No. 303/04) Old ITC (22/01) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC and their workman, which was received by the Central Government on 9-2-2007.

[No. L-30025/2/2007-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AT AHMEDABAD**

Present : SHRI A. A. LAD, Presiding Officer

Complaint (C. G. I. T. A.) No. 303/04

Old Complaint I. T. C. 22/01

Bhandri Jitendra Vinayak Rav
C/o. Gujarat Labour Union
3/24, Ilora Commercial Center,
Relief Road, Ahmedabad

.....Complainant

V/s.

G. G. M. ONGC Avani Bhawan,
5th Floor, Sabarmati.

.....Opponent

Appearance :

Complainant : Absent.

Opponent : Shri K. V. Gadha, Shri Mahendra Patel

1. The complainant has filed this complaint under Section 33-A of the Industrial Dispute Act stating that, during the pendency of reference No. 35/98 action was taken by not providing work as per the order passed on Ex. 32. Besides its alleged full salary is not paid.
2. This was objected by the opponent by filing a reply at Ex. 6 stating that, decision taken by it was just and proper and does not required any interference.
3. Rozanama reveals that parties were absent on 3-8-05 as well as 5-10-05. Complaint was kept for order. So I pass the following order :

ORDER

The complaint is disposed off for want of prosecution. No order as to cost.

Date : 5-12-06

Ahmedabad.

A. A. LAD, Presiding Officer

नई दिल्ली, 9 फरवरी, 2007

का.आ. 721.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन.जी.सी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या सी जी आई टी ए सं. 302/04) (ओल्ड आईटीसी-21/01) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-2007 को प्राप्त हुआ था।

[सं. एल-30025/2/2007-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 721.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGITA 302/04) (old Ref. No. ITC 21/01) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC and their workman, which was received by the Central Government on 9-2-2007.

[No. L-30025/2/2007-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD

Present : Shri A.A. LAD, Presiding Officer

Complaint (C.G.I.T.A.) No. 302/04
Old Complaint I.T.C. 21/01Vasava Prakesh Nanubhai
C/o. Gujarat Labour Union
3/24, Ilore Commercial Center,
Relief Road, Ahmedabad

.....Complainant

V/s.

G.G.M. ONGC, Avani Bhavan,
5th Floor, Sabarmati.

....Opponent

Appearance :

Complainant : Absent

Opponent : Shri K. V. Gadhia, Shri Mahendra Patel

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act stating that, during the pendency of reference No. 35/98 action was taken by opponent of not providing work as per the order passed on Ex. 32. Besides its alleged full salary be paid.
2. This was objected by the opponent by filing a reply at Ex. 6 stating that, decision taken by it was just and proper and does not required any interference.
3. Rozanama reveals that parties were absent on 3-8-05 as well as 5-10-05. Complaint was kept for order. So I pass the following order :

ORDER

The complaint is disposed off for want of prosecution. No order as to cost.

Date : 5-12-06

Ahmedabad. A. A. LAD, Presiding Officer

नई दिल्ली, 9 फरवरी, 2007

का.आ. 722.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन.जी.सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट संदर्भ संख्या सीजीआईटीए सं. 314/04 (ओल्ड आईटीसी-4/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-2007 को प्राप्त हुआ था।

[सं. एल-30025/2/2007-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 722.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. CGITA No. 314/04 (Old I.T.C. 4/99) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC and their workman, which was received by the Central Government on 9-2-2007.

[No. L-30025/2/2007-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT AHMEDABAD

Present : Shri A.A. LAD, Presiding Officer

Complaint (C.G.I.T.A.) No. 314/04
Old Complaint I.T.C. 4/99Parmar Himmatbhai Kantibhai
C/o. Gujarat Petroleum Employees Union
434-46 Gandhivas, Koba Road,
Sabarmati, Ahmedabad

...Complainant

V/s.

1. G.G.M. (P), ONGC Avani Bhavan,
5th Floor, Sabarmati, Ahmedabad.
2. Parisham Labour Co-Op. Society
19, Sahjanand Shopping Centre,
Shahibug, Ahmedabad

...Opponent

APPEARANCES

Complainant : Absent.

Opponent : Absent.

1. The complainant has filed this complaint under Section 33-A of the Industrial Dispute Act stating that, protection was given by the State Industrial Court as well as by Hon'ble High Court of Gujarat. Still their services were terminated by the opponent. So he prayed to take action against opponent and requested to direct opponent to take the complainant for the employment by giving all benefits.

2. This was objected by the opponent by filing a reply at Ex. stating that, the decision taken, it was just and proper.

3. However, rozanama reveals that parties were absent on 3-8-2005 as well as 5-10-2005 and complaint was kept for order. So I pass the following order :

ORDER

The complaint is disposed off for want of prosecution. No order as to cost.

Date : 5-12-2006

A.A. LAD, Presiding Officer
Ahmedabad.

नई दिल्ली, 9 फरवरी, 2007

का.आ. 723.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट्स अथोरिटी ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय I, नई दिल्ली के पंचाट (संदर्भ आईडी-सं. 130/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-2007 को प्राप्त हुआ था।

[सं. एल-11011/13/2003-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 723.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID No. 130/2003) of the Central Government Industrial Tribunal/Labour Court I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airports Authority of India and their workman, which was received by the Central Government on 9-2-2007.

[No. L-11011/13/2003-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL : PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, NEW DELHI

I.D. No. 130/2003

In the matter of dispute between:

Shri Ramveer,
Son of Shri Ram Kishore
C/o Airport Employees Union (Regd.)
3, V. P. House,
Rafi Marg, New Delhi-110 001.

.....Workman

Versus

1. Airports Authority of India,
Through its Electrical Executive Engg.
IGI Airport, Terminal II,
New Delhi.
2. Shri B. G. Duggal,
Kirkosker Panamedik Co. Ltd.,
208, Meghdoot Building,
Nehru Place, New Delhi-110019.
3. Shri Vijay Bajaj,
Akshay Belding Works,
3344/5, Gali Pipal Mahadev,
Haus Khaj,
New Delhi

APPEARANCE: None for workman.

Shri V. P. Gaur Advocate A/R for respondent No. 1
Shri Gopinathan A/R for respondent No. 2.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11011/13/2003-IR(M) dated 28-8-2003 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the demand of the Union for reinstatement of Shri Ramveer S/o Shri Ram Kishore, Contract workman of the Contractor under A. A. I, New Delhi w.e.f. 5-7-2002 is justified? If not, to what relief the workman concerned is Entitled?"

2. After receipt of reference workman filed his claim statement claiming that his termination order was bad in law and that he being entitled to the post of helper be reinstated with full back wages, continuity of service and other attendant benefits.

3. Both the respondents filed reply denying the claim of the workman.

4. Workman filed rejoinder denying the controverted facts contained in the written statements and reiterated the facts stated in claim statement. Thereafter documents were filed and then case was fixed for admission denial but the workman has not been appearing for the last so many hearings fixed for the said purpose giving rise to the presumption that he is not interested in prosecution of this reference under these circumstances. No Dispute Award is passed against the workman. File be consigned to record room.

Dated 1-2-2007

SANT SINGH BAL, Presiding Officer

नई दिल्ली, 9 फरवरी, 2007

का.आ. 724.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट संदर्भ सं. सीजीआईटीए सं. 23/2004 (ओल्ड सं. आईटीसी-17/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-2007 को प्राप्त हुआ था।

[सं. एल-30025/2/2007-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 724.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/04) (old Complaint L.T.C. 17/2000) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad

now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC and their workman, which was received by the Central Government on 9-2-2007.

[No. L-30025/2/2007-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

Present : Sh. A.A. LAD, Presiding Officer

(Complaint C.G.I.T.A.) No. 23/04

Old Complaint I.T.C. 17/2000)

P.R. Shukla C.M. (Elect.,)

C/o., O.N.G.C. Electrical & Allied

Staff Association, 19, Puspakunj, Society

Near Shakarnagar, Mehsana 384 002. Complainant

V/s.

The Director (Personal)

Tel Bhawan, Daharadum 248 003.

The Executive Director,

WRBC O.N.G.C. Ltd.,

Makrpura Road, Baroda.

Opponent

APPEARANCE :

Complainant : Shri R.C. Shukla

Opponent : Shri K.V. Gadhia, Shri Mahendra Patel

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act stating that O.N.G.C. has introduced new rules which is nothing but change in service conditions. The demand is raised by the union regarding the same. It was refer by the Central Government to the R.L.C. (C) and its pending for his conciliation. If the opponent is permissible to implement the changes which is objected by the complainant in the complaint, the purpose of the dispute raised by the union will be frustrated. So it is prayed that necessary order be passed.

2. This was objected by the opponent by filing a reply at Ex. 7. meanwhile the complainant approach with purshis Ex. 9 requesting to permit him to withdraw the complaint.

3. Rozanama reveals that complaint was pending for order. So I pass the following order :

ORDER

Complaint is disposed off in view purshis Ex. 9 for want of prosecution. No order as to cost.

Ahmedabad

Dated: 6-12-2006

A.A. LAD, Presiding Officer

नई दिल्ली, 9 फरवरी, 2007

का.आ. 725.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चेन्नई पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ आईडी सं.-1/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-2007 को प्राप्त हुआ था।

[सं. एल-30012/60/2004-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 725.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID No. 1/2006) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chennai Petroleum Corporation Ltd. and their workman, which was received by the Central Government on 9-2-2007.

[No. L-30012/60/2004-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 18th December, 2006

Present : K. JAYARAMAN,
Presiding Officer

Industrial Dispute No. 1/2006

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Chennai Petroleum Corporation Ltd. and their workmen)

BETWEEN:

Sri A. Santhanam : I Party/Petitioner

AND

The Managing Director : II Party/Management
Chennai Petroleum Corporation Ltd., Chennai

APPEARANCE:

For the Petitioner : Mr. L. Sundararaj, Advocate

For the Management : M/s. Ramasubramaniam &
Associates, Advocates

AWARD

The Central Government, Ministry of Labour vide
Order No. L-30012/60/2004-IR (M) dated 6-9-2005 has

referred the dispute to this Tribunal for adjudication. The schedule mentioned dispute is as follows :—

“Whether the action of the management of Chennai Petroleum Corporation Ltd., Chennai in imposing the punishments of (1) Reduction of two grades from Grade V to Grade III and placing him in the pay scale of Rs. 2400-90-2760-100-3260-110-3920 and fixing his basic pay at Rs. 2,400 with immediate effect and (2) Recovery of a lump sum amount of Rs. 24,00 towards loss of the Company's property on Sri A. Santhanam and others is legal and justified? If not to what relief the workman Shri S. Santhanam is entitled to?”

2. After the receipt of the reference, it was taken on file as I. D. No. 1/2006 and notices were issued to both the parties and they have entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner is employed in the Respondent Company at their factory at Manali, Chennai, from 20-3-85 as a Yardman and he has been confirmed from 21-9-1985. He was transferred to Fir and Safety section of manufacture department of the Respondent during the period from 1-4-85 to 5-4-85. He used to participate very actively in sports and games activities of the company and participated in Hockey PSCB inter unit tourney representing the Respondent company as hockey team captain. Then he has been transferred to invoice cell of Respondent w.e.f. 6-2-95. While he was in the invoice cell he was instructed to print the gross and net weight of the loaded vehicle according to the reading of the weighing machine. There were two computers in the cell one for practice and another one is for active use. Both of them would print the reading of weighing machine. But the printed matter in the computer meant for practice would be torn and whereas the printed matter containing the reading of the weighing machine available in the computer meant for active use would be sent to Accounts section for making invoices. While he was working in maintenance department, he has received two charge memo dated 9-10-97 and 29-12-97, wherein he was charged that he in collusion with one Mr. Muniswamy have tampered the records and caused loss of property to the company to the extent of 2000 kgs of LNHVI product. Similarly, in the charge sheet dated 9-10-97, it is alleged that he in collusion with Mr. Muniswamy PR No. 2928 and Sri G. Rajasekaran PR No. 3005 torn the actual weighment slip and then fabricated weighment slips for lesser weight based on which the invoices were prepared. On account of this manipulation the weight to the extent of 2000 Kg. for truck No. KA 056666 and 1000 Kg. of truck No. TMH 1656 and the approximate loss suffered by the company works out to Rs. 51,000 for ANHVI and for Asphalt, a total

difference of 6000 Kg. approximately the loss works out to Rs. 35,000. After receiving his reply, an enquiry was conducted and after the enquiry, it was alleged that the Petitioner has caused financial loss of Rs. 51,000 for LNHVI and for Asphalt property loss of 6000 Kgs. causing loss to the extent of Rs. 35,000 and the charges framed against the Petitioner have been proved. After following the procedure, the Disciplinary Authority has imposed the punishment of reduction in bank and the Petitioner was placed in the pay scale of Rs. 2400-90-2760-100-3260-110-3920 and his basis pay was fixed at Rs. 2400 with immediate effect and the punishment was imposed without prejudice to the right of the company to recover a lumpsum amount of Rs. 24,000 towards the loss of company property. As against this, the Petitioner preferred an appeal, but the Appellate Authority rejected the claim of the Petitioner. The enquiry is defective and it was not held in a fair and just manner and no question has been asked as to why the Petitioner should commit this alleged misconduct that too in collusion with others. Secondly, no question has been asked as to why the Petitioner should commit this alleged misconduct, when the Petitioner has promoted the interest of the company in every respect. Further, the punishment imposed on the Petitioner is disproportionate to the trivial, clerical and unintentional mistake supposed to have been committed by the Petitioner. Since the Quantum of punishment is highly disproportionate to the loss supposed to have been suffered by the company, the Petitioner prays to pass an award setting aside the punishment imposed by the Respondent and to restore his grade from III to V with consequential relief of awarding suitable promotion and also compensation of monetary loss.

4. As against this, the respondent in its Counter Statement alleged that as this is not an individual dispute but a collective dispute, it is not open to the Petitioner to file Claim Statement as he is not a party to the dispute independently. No doubt, the Petitioner joined the respondent on 21-3-85 as a Yardman and he was working as shift operator in invoice cell. The Petitioner was doing the work of preparation of weighment slip for the product despatch/material receipt, preparation of invoices and preparing filing orders for product despatch. While so, on 4-2-1997, when the Petitioner was working in the evening shift at around 16.57 hours prepared weighment slip for vehicle KA-0500666 for production LNHVI to IAL. The said weighment slip shows net weight of the produce as 9030 Kg. Sri Munusamy PR No. 2928 who was working along with the Petitioner in the invoice cell on the same day had prepared a weighment slip earlier to the preparation of weighment slip by the Petitioner and the weighment slip prepared by Mr. Munusamy for the same vehicle shows the net weight of the same production as 11030 Kg. The difference in net weight of the same product prepared by Mr. Munusamy and the Petitioner is 2000 Kg. The invoice for the said produce was prepared based on the fabricated

weightment slip prepared by the Petitioner for 9030 Kg. Due to fabrication of weightment slip, the Respondent has suffered a loss of 2000 Kgs. of LNHVI product. Since this being a misconduct as per company's certified standing orders, the Petitioner and Mr. Munusamy were charge sheeted and called for their explanation. Since their explanation was not satisfactory, a joint enquiry was ordered on 7-11-97. Later, some more irregularities have been noticed in the activities of invoice cell on 4-2-97. While the Petitioner was in evening shift of 4-2-97, he in collusion with Mr. Munusamy and Mr. G. Rajasekaran PR No. 3005 tore the weightment slip prepared for truck No. TMH 1656 for LNHVI product at 16.46 hrs. At the same time, for the same product and for the same vehicle, Mr. Rajasekaran had prepared another weightment slip for the net weight of 9200 Kg. The original weightment slip shows the net weight for the said vehicle for the said product as 10200 Kg. and the difference between the original and fabricated weightment slip is 1000 Kg. The invoice for the said product was prepared based on fabricated weightment slip. Similarly, the Petitioner had tore two more weightment slip for the truck No. TSB 2649 and TSD 9099 for the product ASPHALT. This being a misconduct as per standing orders, the Respondent company has taken action against the Petitioner and issued charge sheet dated 29-12-97. Since Mr. Munusamy and Mr. Rajasekaran involved in the said misconduct, a joint enquiry was conducted against them and the enquiry was conducted in accordance with the principles of natural justice. Though the Petitioner in the enquiry has stated that he had not torn the weightment slip, the management has cooked up the case, in the enquiry every opportunity was given to the Petitioner to defend himself and the enquiry has been conducted in accordance with principles of natural justice and after the enquiry, the Enquiry Officer has given a finding that the charges framed against the Petitioner were proved and the Disciplinary Authority after a careful consideration of the findings of the enquiry Officer decided to impose the punishment of degradation of Petitioner from Grade V to III and after hearing the representation made by the Petitioner imposed the punishment of degradation and further reserved its right to recover a lump sum of Rs. 24,000 towards loss incurred by the company for the act of the Petitioner. The appeal preferred by the Petitioner was rejected by the Enquiry Officer after due consideration. In the enquiry, the Petitioner was given ample opportunity to defend his case. Though the Petitioner has raised certain questions, these questions should be put to the management witnesses at the time of cross examination, if he had felt it necessary. The Presenting Officer can only prove the charges levelled against the Petitioner and cannot expect to deal with other irrelevant as mentioned by the Petitioner. The punishment imposed on the Petitioner is not at all disproportionate to the charges. The punishment imposed on the Petitioner is not only for recovery of loss sustained by the Respondent but also to make the Petitioner to realize about his dishonest

act to his employer and further not to involve in such or other like things in future and further, the misconduct of the Petitioner is grave in nature which cannot be compensated in terms of money. Hence, for all these reasons, Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are —

- (i) "Whether the action of the Respondent/management in imposing the punishment of degradation of Petitioner from Grade V to III and also recovery of a lumpsum of Rs. 24,000 from the Petitioner towards loss of company's property is legal and justified?"
- (ii) "To what relief the Petitioner is entitled?"

Point No. 1 :—

6. The point to be decided in this case is whether the imposition of punishment of reduction of two grades from Grade V to III and also recovery of a lumpsum of Rs. 24,000 towards the loss of company's property against the Petitioner Mr. A. Santhanam by the Respondent/management is legal and justified?

7. The case of the Petitioner is that when he was employed under Respondent/Management on 4-2-1997 as Yardman in invoice cell, it was alleged that he has committed some misconduct and further alleged that he had prepared a fabricated weightment slip in collusion with another employee Mr. Munusamy and also tampered with records and caused loss to the company to the extent of 2000 Kg. LNHVI product. Similarly another charge has been framed against him alleging that on the same date, when he was working in evening shift, he, in collusion with Mr. Munusamy and Mr. Rajasekaran had prepared fabricated weightment slips for lesser weight and on account of this manipulation of weight 4000 Kgs. of ASPHALT and 2000 Kgs. of ASPHALT which works out approximately to the total loss of Rs. 35,000. An enquiry was ordered to be conducted against him and also other employees, in which the Enquiry Officer has held that charges framed against the Petitioner were proved and the Disciplinary Authority imposed the punishment of reduction in rank and also order to recover the amount Rs. 24,000 from him, which is disproportionate to the charges framed against him and also illegal.

8. But, as against this the Respondent contended that it is established in the enquiry that the Petitioner in collusion with other employees have made dishonest action by which the company put to loss and therefore, it cannot be said that the imposition of punishment is disproportionate to the charges framed against him.

9. On the side of the Petitioner, five documents namely Ex.W1 to W5 have been marked and on the side of the Respondent/Management 8 documents were filed and

marked as Ex M1 to M8 and no witness was examined on either side.

10. Learned counsel for the Petitioner contended that the enquiry itself has not held in a fair and proper manner. It is not established by the Respondent company as to how much amount was loss due to the alleged fabrication of invoice bill and weighment slips and it is also not established before domestic enquiry how the Petitioner has involved in the fabrication of weighment slips and also invoices and they have also not shown the exact amount of loss alleged to have been occurred due to the action of the Petitioner and others. Under such circumstances, it cannot be said that charges have been proved against the Petitioner and it cannot be said that the Petitioner has fabricated the weighment slips and made loss to the Respondent company.

11. But, as against this, learned counsel for the Respondent contended that the Petitioner though in his explanation to the charge memo has stated that the weigh bridge is defective and faulty and he has not committed any misconduct, it is not established how the weigh bridge has become faulty. Further, it is not established before the enquiry that weight bridges are in faulty or defective condition. On the other hand, one Mr. Veerapandian, Deputy Manager (computer service) was examined for clarifying certain queries with regard to computer system in weighbridge and he has clearly stated that during 1997, when the incident took place, the computer language FOXPRO was used in the system and the weighment system and preparation of invoice was in COBOL language and he further stated that the said programme is user friendly and any individual who has a basic knowledge about the computer can able to handle it. He has also clearly stated that it is a user friendly programme and no locking arrangement was available. He further stated that the present system is based on the programme of ORACLE Developer 2000 in which addition, correction and alteration is not possible. In such circumstances, it is clearly established in the enquiry that the Petitioner with the connivance of other employees namely Mr. Munusamy and Mr. Rameshkrishnan have fabricated the weighment slips and made loss to the company to the extent of 3000 kgs of ANHVI and 6000 kgs. of ASPHALT. In his further argument that all the documents namely invoices tampered and also actual weighment slips were produced before the enquiry and the Petitioner was given full opportunity to cross examine the witnesses and copies of documents were also supplied to the Petitioner and under such circumstances, it cannot be said that the enquiry was not conducted in a fair and proper manner. Further, it is argued on behalf of the Respondent that no doubt, the Petitioner has raised so many questions in the Claim Statement, but all these questions were not answered before the domestic enquiry because in the enquiry, the Respondent has to established that the Petitioner has committed the

misconduct alleged in the charge sheet. On the other hand, the Petitioner alleged that the management has not proved for what reason the Petitioner has committed the misconduct and too in collusion with others and he further alleged that no question was asked as to what the benefit the Petitioner had derived out of the loss supposed to have been suffered by the company. It is further alleged that by the company no question was put in the enquiry that why should the Petitioner commit this alleged misconduct when he has worked day and night in order to promote the interest of the company in every respect. But these questions are not necessary for the purpose of deciding the issue involved in this case. On the other hand, in the domestic enquiry, the Respondent/Management has clearly established that the charges framed against the Petitioner that he has involved in the fabrication of weighment slips and also fabricated the invoices and thus the management has imposed the punishment of reduction in rank. Under such circumstances, it cannot be said that this punishment is disproportionate to the charges levelled against him nor it can be said that the enquiry was not conducted in a just and proper manner. Learned counsel for the Respondent further contended that though the Petitioner alleged that certain documents were not produced before the domestic enquiry to establish the loss, such of those documents are not forming part of the charge nor relied on by the management. Under such circumstances, non-supply of such documents cannot be said as vitiated the enquiry. He further relied on the rulings reported in 2006 3 SCC 150 *INDICATE BANK & ORS Vs. VENKATASH GURU & RAJI* wherein the Supreme Court has held that "documents neither forming part nor relied on by the management, in such case, non-supply of documents held to be non-judicial so as to vitiate the principles of natural justice." He also relied on the rulings reported in 2005 *MAHESHU P STATE TEXTILE CORPORATION LTD. Vs. P. U. CHATURVEDI AND OTHERS*, wherein the Supreme Court has held that "in the absence of showing that alleged non-supply of documents caused prejudice to workman, the same cannot by itself vitiate the enquiry. Learned counsel for the Respondent argued that in the enquiry, the management has produced original weighment slips for all the three vehicles involved in the incident and also fabricated weighment slips for the said vehicles. Further, invoice copies and log sheet for the date of incident were also produced and the copy of the said documents were served on the Petitioner and other delinquent employees. In the enquiry, the Petitioner was given opportunity to defend his case. The Petitioner in the enquiry has stated that he has not torn the weighment slips and he also stated that the torn weighment slips are properly filed in the log book and was written by the duty supervisor. It is also his defence that his signature is not affixed on the weighment slips and the management has made up the case against him, but it is not established any enmity against the Petitioner. Under such

circumstances, in the enquiry it is clearly established that only during the evening shift while the Petitioner was on duty, these fabrications had been made. It is not established by the Petitioner that the weighment slip was due to the fault either in the computer or in weighbridge. Under such circumstances, the presumption is that only the Petitioner and other delinquent employees, who were on duty had made the fabrication and not anybody else. Thus, it is clearly established in the domestic enquiry that the Petitioner was involved in the misconduct alleged by the Respondent/Management and under such circumstances, it cannot be said that the enquiry is vitiated. Learned counsel for the Respondent further contended that though the Petitioner has contended that there is violation of principles of natural justice in the conduct enquiry, he relied on the rulings reported in 2005 6 SCC 321 CANARA BANK Vs. V. K. AWASTHY, wherein the Supreme Court while considering the question of natural justice and whether the principles of natural justice has been violated in any case has stated that "natural justice is another name for common sense justice. Rules of justice are not codified canons, but they are principles ingrained into conscience of man. Natural justice is the administration of justice in a common sense liberal way. Justice is based substantially on natural ideals and human values. The administration of justice is to be freed from the narrow and restricted considerations which are usually associated with a formulated law involving linguistic technicalities and grammatical niceties. It is the substance of justice which has to determine its form. The expression 'natural justice' and 'legal justice' do not present a watertight classification. It is the substance of justice which is to be secured by both and whenever legal justice fails to achieve this solemn purpose, natural justice is called in aid of legal justice. Natural justice relieves legal justice from unnecessary technicality, grammatical pedantry or logical prevarication. It supplies the omissions of a formulated law. No form or procedure should ever be permitted to exclude the presentation of litigant's defence.....Principles of natural justice are those rules which have been laid down by the Courts as being the minimum protection of rights of individual against the arbitrary procedure that may be adopted by a judicial, quasi-judicial and administrative authority while making an order affecting those rights and in that case, the Supreme Court has also held that "interference with the quantum of punishment cannot be a routine matter and punishment of dismissal was proportionate to the misconducts proved and interference therewith was not warranted." Relying on the said rulings, learned counsel for the Respondent argued that in this case, it is clearly established in the domestic enquiry that the Petitioner has involved in the misconduct and due to his action loss has occurred to the Respondent company. Under such circumstances, it cannot be said that the punishment imposed on the Petitioner is disproportionate to the charges framed against him.

12. Then again, learned counsel for the Petitioner contended that due to the action of the Respondent/Management the loss of the Petitioner is more than the loss to the Respondent company. But, I am not inclined to accept the contention of the Petitioner because the punishment imposed on the Petitioner is not only for recovery of loss sustained by the Respondent but also to make the Petitioner to realize about his dishonest act to his employer and further not to involve in such or other like things in future. Learned counsel for the Respondent contended that since the misconduct of the Petitioner is grave in nature, it cannot be compensated in terms of money and therefore, on no ground, it can be said that the punishment is disproportionate to the charges framed against him, I find much force in the contention of the learned counsel for the Respondent in this regard.

13. Then again, learned counsel for the Petitioner contended that when the Petitioner alleged that weigh bridge was in faulty condition, it is for the Respondent/Management to establish before this Tribunal and it is the duty of the Respondent/Management to establish that the computer and weigh bridge were working properly. On the other hand, they have shifted the burden on the Petitioner and therefore, the findings given by the Enquiry Officer are not proper and the punishment imposed on the basis of the findings of Enquiry Officer is vitiated.

14. Here again, I am not inclined to accept the contention of the Petitioner because it is only the Petitioner who alleged that computer and weighbridge were defective and faulty. But, the Petitioner has not established his initial burden that weighbridge and computer were in faulty condition. Under such circumstances, it is futile to contend that the Respondent/Management has not established the fact that computer and weighbridge were working in a proper way. Therefore, from any angle, I am not inclined to accept the contention of the Petitioner that the imposition of punishment namely reduction in rank of the Petitioner and also recovery of amount from the Petitioner is defective or illegal. Under such circumstances, I find this point against the Petitioner.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

15. In view of my foregoing findings, I find the Petitioner is not entitled to any relief as prayed for. No Costs.

16. Thus, the reference is answered accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th December, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

On either side : NONE

Documents Marked :-

For the I Party/Petitioner

Ex. No.	Date	Description
W1	09-10-09	Xerox copy of the charge memo issued to Petitioner
W2	29-7-98	Xerox copy of the letter from Respondent to Petitioner Enclosing copy of enquiry report
W3	18-01-99	Xerox copy of the order of punishment imposed by Respondent/Management
W4	06-09-92	Xerox copy of the order of Appellate Authority
W5	18-10-04	Xerox copy of the failure of conciliation report

For the II Party/Management:—

Ex.No.	Date	Description
M1	27-10-97	Xerox copy of the reply given by the Petitioner
M2	08-01-98	Xerox copy of the reply given by the Petitioner
M3	20-03-98	Xerox copy of the enquiry proceedings
M4	20-03-98	Xerox copy of the report of Enquiry Officer
M5	Nil	Xerox copy of the appeal preferred by Petitioner to the Appellate Authority
M6	Jan. 04	Xerox copy of the 2A petition filed by the Petitioner before Regional Labour Commissioner (Central) Chennai.
M7	23-04-04	Xerox copy of the reply filed by Respondent
M8	05-07-04	Xerox copy of the rejoinder filed by Petitioner

नई दिल्ली, 9 फरवरी, 2007

का.आ. 726.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच. पी. सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या आई. डी. सं. 4/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-2007 को प्राप्त हुआ था।

[सं. एल-30012/89/99-आई आर (एम)]

एन. एस. बोरा, डेस्क अधिकारी

New Delhi, the 9th February, 2007

S.O. 726.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D. No. 4/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of HPCL and their workman, which was received by the Central Government on 9-2-2007.

[No. L-30012/89/99-IR (M)]

N. S. BORA, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
SARVODAYA NAGAR, KANPUR, U.P.

I.D. CASE No. 4 of 01

Sri Pawan Kumar Awasthi,
MMB-1/211 Sector 'B' State Bank Colony,
Sitapur Road,
Yojna Lucknow.

AND

Hindustan Petroleum Corporation Ltd.,
The Senior Regional Manager,
4 Shahnazaf Road, Lucknow.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide notification No. L-30012/89/99/IR(M) dated 24-5-2000 has referred the following dispute for adjudication to this tribunal :—

Whether the action of the Hindustan Petroleum Corporation Limited Lucknow in terminating the services of Sri Pawan Kumar Awasthi on 5-6-99 is legal and justified? If not to what relief the workman is entitled?

2. Briefly stated the case of the claimant is that he was appointed as temporary clerk on 1-9-93 by the opp. party for handling following matters :

1. To maintain ledger trade account reconciliation.
2. MSL PSL & Bank reconciliation received from various locations and sending the same the Head Office after doing the needful.
3. To prepare bank deposit slips (BDS).
4. To issue cash receipt after receiving cheques/demand drafts on behalf of opposite party.
5. To write inter office letters/memos.
6. To generate cash receipt listing bank deposit listing on computer.
7. To work on computer and other works entrusted to him from time to time by the superiors.

In this connection, he was some time sent on tour and was paid Rs. 2000 per month as salary. He was removed from service on 5-6-99 through Deputy General Manager (Finance) by a verbal orders without observing provisions of Sec. 25-F of I.D. Act, 1947. Hence his termination is illegal. Accordingly he may be ordered to be reinstated in service with full back wages.

3. The opposite parties have filed written statement in which they have vehemently denied that the claimant was ever given any appointment by the opposite party no. 2. Their version is that the appointment of clerk is made according to rules. As there was no need of any clerk in Lucknow office, no process for recruitment of any clerk was done. Hence, question of giving appointment to the claimant does not arise. In fact, a lot of work of open item listing from the customers statement of account, which was sent to location for confirmation of collection details was pending for the period 1987 to 1990. In order to clear this project of clearing the arrears of work, the claimant was given a job work. When this work was cleared, no more work was given to the claimant. As the claimant was never appointed by the opposite parties question of his removal from the service and for observing of provision of Section 25-F I.D. Act did not arise at all.

4. The claimant has filed rejoinder, still the claimant has not clarified as to whether he was given appointment letter or whether he was appointed through due procedure as laid down in the rules. Still he has maintained that he was appointed as a temporary clerk. Further he was denied all the averments made in the written statement.

5. In support of his claim, the claimant has filed 282 papers which are in the nature of payment vouchers and other papers connected with office. The opposite parties by the first list dated 13-12-2000 have filed Xerox copies of recruitment procedure (non management staff) dated 19-10-81 and Xerox copy of standing orders for marketing establishment of the opposite party. By the second list dated 10-8-01 36 payment vouchers have been filed. Apart from this, the claimant did not adduce any oral evidence whereas opposite parties have examined their officer Sri Rajnish Narang M.W.1.

6. In this case, 30-11-06 was fixed for evidence of parties. On that date, the claimant remained absent. Hence he was debarred from adducing evidence. Thereafter evidence of M.W. 1 was recorded.

7. At this stage it will be relevant to refer to recruitment policy of 1981. It lays down that clerks are to be recruited through a committee of three persons after inviting names from employment exchange. Thereafter, appointment letter is issued by the General Manager of the opposite party. In fact, the officer at Lucknow has no power to make any appointment of any clerk. In spite of objection having been raised, the claimant did not give

any details of appointment of having been recruited according to rules. In its absence, it will be taken that the claimant was not given any appointment and that his recruitment was not in accordance with the prescribed recruitment rules. This fact has also been proved by M.W. 1. Thus the hard fact which emerges out is that the claimant was not given any appointment letter for his purported appointment and further his alleged appointment was not according to rules. In the case of Himanshu Kumar Vidyarthi *versus* State of Bihar 97 (76) FLR 237, it has been held that where appointments are regulated by statutory rules and appointments are not made according to such rules, the disengagement of such employee cannot be construed to be retrenchment under Industrial Dispute Act. The concept of retrenchment, therefore, cannot be stretched to such an extent as to cover these employees.

8. Similar principle was laid down by the Hon'ble Allahabad High Court in the case of District Cooperative Federation *versus* Presiding Officer, Labour Court 1998 (78) FLR 444. In the case of Pramod Kumar *versus* State of Bihar it was held that where no appointment letter was issued such an employee would not be covered by the provisions of Section 25-F of I.D. Act. In view of this judgment of Apex Court supported by other judgments of Hon'ble High Courts it would become clear that as the claimant was never given any appointment letter and his alleged employment was not according to rules and he will not be entitled for benefits of provisions of Industrial Dispute. In view of above as also according to above rulings, the claimant is not entitled for benefit of Section 25-F I.D. Act. As such reference is liable to be awarded against the claimant on this ground.

9. On merits too, it has already been seen that the claimant has not adduced any evidence to prove that he was appointed whereas Sri Rajnish Narang M.W. 1 has specifically stated that there are rules for recruitment of clerks. There was no need for clerk at Lucknow Office. Hence no process for recruitment was initiated and the claimant was never appointed as clerk. The payment vouchers filed by the management and the claimant also go to show that the claimant was not paid wages. Instead he was given in the shape of charges for the work done. it lends support to the case of the management that he had never worked as clerk. Instead some job was taken from him. Further he has alleged that he was sent on tour in connection with office work. Certainly, it would have been strong indication that he was given some job but the claimant has not adduced any evidence to show that he was ever given travelling allowance as given to an employee. Further had the claimant been actually employed he would have recorded his presence in the attendance register of the office.

10. After the review of above evidence and circumstances and that the evidence of the opposite party

is un rebutted tribunal has no hesitation in accepting the version of the opposite party and disbelieving the version of the claimant.

11. Accordingly it is held that the claimant on facts was never given any appointment letter, much less, according to rules. As such question of retrenchment of the claimant does not arise. There was no occasion to observe the provisions of Section 25-F of I.D. Act, 1947.

12. For the reasons recorded above, it is held that the action of the management in terminating the services of the workman is legal and just and the workman is not entitled for any relief as claimed by him. Reference is, therefore, answered accordingly against the workman and in favour of the management.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 12 फरवरी, 2007

का.आ. 727.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 42/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-2007 को प्राप्त हुआ था।

[सं. एल-40012/221/2003-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 12th February, 2007

S.O. 727.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/2004) of the Central Government Industrial Tribunal/Labour Court, No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 12-2-2007.

[No. L-40012/221/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

SHRI KANT SHUKLA, Presiding Officer

I.D. No. 42/2004

Ref. No. L-40012/221/2003-IR (DU) dt. 19-4-04

BETWEEN:

1. Sri Ram Sanjeevan,
S/o Sh. Ram Nath,
R/o 34, Sadananda Marg,
Rishikesh

AND

The General Manager,
Bharat Sanchar Nigam Limited,
Patel Nagar, Dehradun.

2. The Divisional Engineer,
Bharat Sanchar Nigam Limited,
Dehradun Road, Bypass, Rishikesh,
Distt. Dehradun.

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute vide No. L-40012/221/2003-IR (DU) dt. 19-4-2004 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow. "Whether the action of the management of BSNL in terminating the services of Sh. Ram Sanjeevan w.e.f. 31-5-2003 is just, fair and legal. If not to what relief the concerned workman is entitled?"

Worker Ram Sanjeevan has filed the statement of claim stating therein that he was appointed as Gardner in BSNL at the office of Divisional Engineer, Rishikesh w.e.f. 1-1-80 and was working to the entire satisfaction of the department. It is alleged that his services were terminated without any reason and without any notice w.e.f. 31-5-03 and without complying the provision of Section 25F of the I.D. Act.

The worker has filed the photo state copies of postal receipt dated 20-9-2000, appointment letter dated 23-12-79, representation of the worker for increasing the salary dt. 5-5-95.

Opposite party has filed the written statement denying the claim of the worker. It is submitted that Ram Sanjeevan has never worked in BSNL in any capacity and since he has not worked in any capacity there is no question of industrial dispute between the parties. It is further submitted that the office of the opposite party was in the residential area in a very small building and there was no place for gardening to engage any gardener. Opposite party has denied the appointment letter and has submitted that same is false. Since there was no work for gardener therefore there was no question of creation of any post of gardener. As Ram Sanjeevan was never appointed therefore there was no question of any termination. It is also submitted that Ram Sanjeevan has submitted the forged certificate and therefore the opposite party has got FIR registered against Ram Sanjeevan.

Worker has filed rejoinder. The worker has stated in the rejoinder that he was deployed in office to perform the duty of gardener and he was deployed for 1/2 day in the Guest House of the department.

Worker has filed extract of Swamy's Book page No. 91 and 92 regarding confirmant of temporary status and regularisation of casual labour under the terms of O.M. dated 10-9-93.

Postal receipts and copy of representation of Ram Sanjeevan addressed to Sri Ram Bilas Paswan, has also been filed.

Opposite party has also filed the photo copies of following documents :

1. Circular No. 270/6/84-STN New Delhi-1, the dated 30-3-85 of Office of the Director General, Posts & Telegraphs, New Delhi regarding casual labour engagement.
2. Circular No. 270-6/84-STM dated 22-6-1988 regarding casual labour recruitment.
3. Circular No. 269-4/98-STM-II (Pt.) Dated 12-2-99 regarding engagement ban of casual labourers.
4. Circular No. 269-94/98-STN-II Dt. 29-9-2000 regarding regularisation of casual labourers.

The worker has filed the evidence on affidavit i.e. A-13 and opposite party has filed affidavit of Sri Yashwant Singh i.e. A-14 alongwith following photo copies of documents :

1. Certificate of Asstt. General Manager (Admn.) O/o GMTD Dehradun regarding existence of office w.e.f. 8-8-97 at Dehradun.
2. Letter No. E O 39/Promotion/137 dt. 10-10-80 regarding Promotion of record keeper.
3. Copy of FIR against Ram Sanjeevan dt. 18-6-04.

Heard learned representatives of the parties and perused the evidence on record.

The worker has stated in his affidavit A-13 that he was appointed on the post of Gardener on 1-1-80. The worker has relied upon his document of appointment i.e. paper No. A 5/4. The same is reproduced below :

कार्यालय-महाप्रबन्धक दूरसंचार जिला देहरादून
(क्षेत्र ऋषिकेश)

दिनांक : 23-12-79

पत्रांक संख्या 259

श्री राम संजीवन पुत्र श्री रामनाथ
कोचल घाटी गंगा किनारे,
राधास्वामी सत्संग भवन,
हरिद्वार रोड, ऋषिकेश

नियुक्ति पत्र

आपको दूरसंचार विभाग, ऋषिकेश में माली के पद पर नियुक्ति दी जाती है तथा आप विभागीय नियमानुसार सम्बन्धित औपचारिकताएं पूर्ण करते हुये 01-01-1980 से अपना माली के पद का कार्यभार ऋषिकेश देहरादून रोड, पर ग्रहण करें। आपका वेतन रु. 800/- मासिक तय हुआ है। आपका कार्य सन्तोषजनक पाया गया तो आपको नियमित कर दिया जायेगा।

प्रेषक,

ह./-

(एस.डी.ओ. टेलीग्राफ)

ऋषिकेश

The opposite party has challenged the said document and has stated that the same is forged and fictitious there was no office of General Manager, Door Sanchar District Dehradun at Rishikesh.

It has also been argued by the representative of the Opposite party that the letters issued by the department used to contain file number besides letter number, but in the present case only letter number is mentioned and there is no mention of any file.

The opposite party has also argued that in the year 1979 Bharat Sanchar Nigam Limited was not in existence and the salary as mentioned in appointment letter is Rs. 800 per month. The representative of the opposite party has argued that in the year 1979 even the salary of class II officers was not Rs. 800/- per month what to say of gardner. This fact indicates that this document has been prepared somewhere in 2000 after the year 2000. The fabricated of this appointment letter forgot that in the year 1979 the amount of Rs. 800 per month is very high as it is more than the salary of Head Clerk of Central Government department. The representative of the opposite party has also argued that whenever any person as peon or gardener has appointment letter a specific scale is mentioned in respect of the appointment. But there is no such mention in the appointment letter of the worker. The representative of the opposite party has also drawn my attention on fabricated letter of the worker dt. 5-5-95 which is reproduced below :

सेवा में,

श्रीमान प्रबन्धक,

भारत संचार निगम लि.

कार्यालय महाप्रबन्धक दूर संचार

जिला देहरादून,

महोदय,

निवेदन इस प्रकार है कि प्रार्थी को आपके टेलीफोन के कार्यालय में 18 साल हो गये हैं। श्रीमान जी उसको वेतन बहुत कम मिल रहा है इसलिये महोदय से निवेदन है कि मैंने टेलीफोन एक्सचेंज

में एस.डी.ओ. साहब से कई बार की बात कि मेरा वेतन बढ़ाया जाये और मुझे परमानेन्ट किया जाये मगर अभी तक मुझे रु. 800 पर काम करते हुये 18 साल बीत गये हैं। श्रीमानजी जबकि वेतन केन्द्रीय सरकार द्वारा 75 रु. रोज का तय किया गया है इसलिये मुझे भी वही वेतन मिलना चाहिये और मुझे नियुक्ति पर परमानेन्ट भी करवाया जाये।

प्रार्थी

देहरादून रजि. पोस्ट-प्रबन्धक

राम संजीवन पुत्र रामनाथ

प्रतिलिपि :

कोचल घाटी गंगा किनारे राधास्वामी

महाप्रबन्धक,

सत्संग भवन, हरिद्वार रोड,

दूरसंचार जिला, देहरादून

ऋषिकेश

क्षेत्र ऋषिकेश

The worker, although stated in his affidavit that he was appointed on 1-1-80 but in the cross examination he has stated that he got the appointment in the year 1981. He has further clarified "1981 में जब मैं नौकरी में आया तब रुपया 300/- (तीन सौ) मिलता था।" this proves that the so called appointment letter is not genuine one. Further he has stated in his cross examination. "मैं ऋषिकेश में देहरादून रोड पर S.D.O. Office में नौकरी करता था उसी में S.D.O. के रहने के लिये कमरा मिला था। एक बीघा जमीन थी उसमें garden बना था S.D.O. कार्यालय में माली का पद है।"

Sri Ram Sanjeevan was confronted to his document paper A5/4. Since the document was the photo copy the worker was asked as to where is the original. Sri Ram Sanjeevan replied "मैं पढ़ा लिखा नहीं हूँ मैं नहीं बता सकता कि यह कौन सा कागज है।"

The representative of the opposite party has argued that the worker has tried to make use of forged paper to gain services in Bharat Sanchar Nigam Limited. Opposite party has also argued that Ram Sanjeevan belongs to Amethi Tehsil, Sultanpur and he was living along with his father and to get the employment in Rishikesh worker has gave false affidavit and statement in the court.

Ram Sanjeevan admitted that prior to the office located at Dehradun Road SDO office was located at the distance of one km. in the rented accommodation which was 3 story. Ram Sanjeevan stated that he got the appointment letter by post but he has not filed any envelop of post office to show the said letter was received by him. On the other hand the opposite party has filed the affidavit of Divisional Engineer Sri Yashwant Singh who has stated that Ram Sanjeevan was never appointed as gardner and the appointment letter is frivolous and the same was not issued by his office. The said officer has also stated by affidavit that in 1980 there was no office of General Manager, Telecom in Dehradun/Rishikesh. In the circumstances such appointment letter could not have been issued by the General Manager, Telecom, Dehradun/Rishikesh. Sri Yashwant Singh has also stated that the

office of General Manager Dehradun/Rishikesh was created on 8-8-97 and thereafter on 1-10-2000 Bharat Sanchar Nigam Ltd. came into existence. He has also very specifically stated that in 1979 there was the office of उपमंडल Adhikari, Telegraph in Rishikesh which was under the Srinagar/Garhwal Division and not under Dehradun as the worker intends to make out. Sri Yashwant Singh has also stated that in the year 1980 the office of उपमंडल Adhikari was in a small rented room wherein there was no work for any gardner. He has also categorically stated that there is no post of gardner with the opposite party. Sri Yashwant Singh also stated that Ram Sanjeevan has never worked as permanent or temporary gardner. He has also stated that Ram Sanjeevan has never worked in the guest house as the worker has tried to say. At the end Sri Yashwant Singh stated that in Bharat Sanchar Nigam Limited the worker's are appointed as per the rules and regulations of the Government.

The representative of the opposite party has also argued that by the order dt. 30-3-85 the office of the Director General, Post and Telegraph, New Delhi stopped the engagement of Casual Labour for any type of work. The representative of the opposite party has relied on the document 11/2, 11/3 and 11/4.

The opposite party has filed the document 14/3 which is photo copy of certificate purported signed by Asstt. General Manager (Admn.) by the General Manager T.D., Dehradun which shows that the Bharat Sanchar Nigam Ltd. was incorporated on 1-10-2000, the said certificate is reproduced below :

TO WHOM IT MAY CONCERN

It is certified that office of the General Manager, Telecom District, Dehradun came to existence w.e.f. 8-8-97 at Dehradun and Bharat Sanchar Nigam Limited has been incorporated on 1-10-2000.

Sd./-

Asstt. General Manager (Admn.)

O/o GMTD, Dehradun

The representative of the opposite party has also cited one of the letter of the department to show that letters are issued by mentioning file number.

From the evidence on the record I come to the conclusion that worker is miserably failed to prove that he was appointed as gardner at the salary of Rs. 800/- by letter dt. 23-12-79. The paper A5/4 appears to be non-existent. In the entire story of the worker is not trustworthy. I also come to the conclusion that since Ram Sanjeevan was not appointed as he stated nor he was terminated as he has tried to allege. The issue is therefore decided against the worker and I also come to the conclusion that the worker is not entitled to any relief. Award passed accordingly.

Lucknow

29-1-2007

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 12 फरवरी, 2007

Date of passing of Award : 18th December, 2006.

AWARD

का.आ. 728.-औद्योगिक विवाद अधिनियम, 1947 (1947 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2 मुम्बई के पंचाट (संदर्भ संख्या 2/52/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/1/2001-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th February, 2007

S.O. 728.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/52/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No.2 Mumbai now as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 12-2-2007.

[No.L-12012/1/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2 AT MUMBAI****PRESENT**

A.A. LAD, Presiding Officer

REFERENCE No. CGIT-2/52 Of 2001.

**Employers in Relation to the Management of
BANK OF INDIA**

The Regional Manager,
Bank of India,
Nasik Regional Office
Mundada Market,
203-A, Mahatma Gandhi Road,
Nasik, 422001 (MS)

And
their workmen

Mr. R.K. Bhaviskar,
H.No. 222, New Ward, Mamledhar Galli
Malegaon, Tal. Malegaon
Nasik, 422 001 (MS).

APPEARANCES

For the Employer	: Mr. R.M. Khandekar, Advocate
For the Workmen	: Mr. A.N. Namjoshi, Advocate

1. The Government of India, Ministry of Labour by its Order No. L-12012/1/2001-IR (B-II) dated 26-04-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Bank of India, Nashik, in not regularising the employment of Mr. Rajendra, K. Bawiskar w.e.f. 6-11-1995 and not reinstating his services is legal and justified? If not, what relief the workman concerned is entitled to?”

2. To support the subject matter of the dispute, second party filed Claim Statment at Ex-6 stating that, he worked with first party for more than 240 days right from 1995 till 1999. He worked as a sweeper and did some other work of first party as and when directed by the Branch Manager at Malegaon, Distt. Dhule. Though he worked on daily wages, the work of sweeping and cleaning premises is a perennial work. No person is appointed on that post. First party requires the services on that post. However as there is a ban on recruitment, first party did not engage second party workman continuously and giving status of its employee. In fact he worked to the utmost satisfaction of the Branch Manager of the Malegaon branch. He worked continuous for more than four years. His services were required by first party. Even Bank was in need of service of the second party. However, higher officers of the Malegaon Branch is not sanctioning the post and permitting the Branch to fill it at its own responsibility. It find difficult for the second party to secure recruitment and posting to the first party's branch. The nature of work is of permanent type for which needs the person to work on it. But to give go by to the claim of the second party, he was taken on daily wages and was not posted on regular basis. So it is prayed that, first party be directed to regularise second party at Malegaon Branch or treat 2nd party as a employee of first party treating as its regular employee.

3. This prayer is disputed by first party saying that, second party was never appointed by first party. There was no appointment order issued by first party. Employer-Employee relationship does not exist between first party and second party. And unless and until second party established that he is employee of first party, he cannot raise dispute. Even so called dispute raised cannot come within the purview of Section 2 (k) read with Section 2A of the Industrial Disputes Act. Second party was available at the door step of Malegaon Branch. He was attending work as and when Malegaon Branch Manager was calling him. The payment of work was given that time only. He is not on record of the employment of the first party. He was not recruited by the first party. Since he attended said work in his personal capacity cannot claim permanency. So it is

submitted that, claim of the second party is not tenable and require to be reject.

In view of above pleadings my Learned Predecessor framed issues at Ex-11 which I answer as follows:

- | | |
|---|---------------------|
| 1. Whether Baviskar proves that he worked continuously more than 240 days | Yes |
| 1(a) Whether employer and employee relationship exists between the parties? | Yes |
| 2. Whether the management complied with the provisions of Section 25 F of the Industrial Disputes Act? | No |
| 3. Whether the action of the management of Bank of India, Nashik in not regularising the employment of Mr. Rajendra K. Baviskar w.e.f. 6-11-1995 is legal and proper? | No |
| 4. Whether the action of the management in not reinstating his services is legal and justified? | No |
| 5. What relief the concerned workman is entitled to? | As per order below. |

REASONS issue nos. 1 & 1A

4. Second party claim that, he worked with first party for more than 240 days. He claims status of employee of first party. Besides, he claims that, work of cleaning on which he worked is a perennial work and nobody is posted by first party. Whereas case of the first party is that, he was not appointed on that post and was available at the very doorstep of the Malegaon Branch which he accepted in his personal capacity and so not entitled to claim any protection.

5. Second party has examined himself at Ex-26 where as first party has examined two witnesses i.e. witness by name Hemant Panditrao Ex-32 and Kapadnis at Ex-34.

6. Second party in the evidence state that he worked for 240 days and was doing work with first party as per direction of Malegaon Br. Manager. He was attending work from 8 am to 6 pm and his payment was made on voucher. In the cross he admits that he did not receive appointment order from first party nor was interviewed and selected by the panel to work with first party. Whereas Bank's witnesses state that, second party worked on daily wages and he is not the employee of the first party still they admits that nobody is posted on the post of sweeper/Cleaner with Malegaon Branch and said work got done by second party workman.

7. From this evidence it is crystal clear that, second party worked from 1995 till 1997 and that fact is not disputed by first party even it is matter of record that, Malegaon Branch has 1200 sq. feet area which is not small one. Definitely to clean it, work of some body required. It is not the case of first party that work of sweeping and cleaning

was not at all done by second party or it does not require to attend. On the contrary Bank witness Kapadnis admits that 1200 sq. ft. space is cleaned daily by engaging employee for that purpose. Even number of vouchers which are produced by second party which is at Ex-13 page 1 to 7 reveals that payment was made to second party regarding of that work. All these show that, first party has vacancy of Sweeper-cum-Cleaner. Nobody is working there. Said work of cleaning is perennial type of work and without that Bank cannot function. It may be that first party is doing it with the help of second party by engaging him on daily wages. It does not mean that, Malegaon Branch does not require permanent hand on that post. The case brought on record by first party that, since there was no approval or there was a ban on recruitment, they adopted this type of method. That means by that first party has given encouragement in adopting contract labour system which against the labour jurisprudence. Beside point of not taking interview will not come in the way of work of this type as it does not require any skill to clean the premises. Here entire stand of the first party is that since there was a ban on recruitment second party cannot be recruited and he cannot claim permanency. One cannot ignore that, work of cleaning and sweeping in Malegaon Branch is perennial type of work and if that work is got done by such type of method, then it required to consider differently than what is considered by the first party. The period of work done by second party definitely reveals that he worked for more than 240 days and by that, he established employer employee relationship. So I answer these issues in the affirmative.

Issues 2 to 4

8. It is matter of record that, without giving notice the service of the second party are stopped. No reason is assigned as to why first party discontinued second party. It may be that since second party was not appointed by first party or employee of first party as per its understanding, it may not have found it necessary to follow provisions of Industrial Disputes Act like giving notice pay and taking legal action against second party. Here what happened, the way in which they engaged second party in the same way they prevented second party for recruiting on duty without following any procedure. However the work done by second party with first party for more than 240 days and looking to the perennial nature of work with first party reveals that he has lien over that post and must be treated as employee of first party. While asking such employee not to report on employment of first party, it ought to have taken precautions as per the provisions of Industrial Disputes Act. Admittedly no such precautions are taken by first party. Admittedly notice under Section 25 F is not given. Besides salary of one month in lieu of notice is not given. These legal formalities are not followed by the first party. When those are not followed definitely one has to conclude that, termination of second

party by not taking him in the employment is nothing but a termination without following due process of law. Here what happen, second party was taken by backdoor entry. His services were utilized by first party. Even copy of letter produced by second party of Branch Manager dated 10-1-1997 reveals that, Malegaon Branch is in need of hand on the post of sweeper at Malegaon. By the said letter, the character and sincerity of the second party is projected. It reveals that, he was honest and in need work. But all the while the story of first party is that, there is ban in recruitment and that is why they are unable to accommodate second party. In my considered view, the work available with first party at Malegaon Branch of sweeping and cleaning which is perennial nature of work definitely require permanent hand on that post. Unfortunately in the instant case, no person is working on that post though it is perennial type of work. Just liberty is given to Malegaon Branch Manager to utilize person like this which will reflect in encouraging the harassment given to the human who work on such a post without giving protection. So in my considered view only because there is no sanction given by the superior authority and when work is there on which hand required, I am of the view that, such a attitude must be stopped there and there only and employment must be regularised to enable such a workman to get security and protection so that he cannot be humiliated by the employer like this.

9. Considering this and the circumstances of the case I am of the view that second party must be protected in this scenario. The Advocate for first party has cited number of judgements with his submissions. As far as citation published at page 537 is concerned, is on different footing i. e. on count of the work done by the workman. Citation published in 1992 II CLR page 647, Citation published in 1997 II CLR SC page 15 and Citation published in 2000 II CLR HC Delhi Page 314 though reveals that, first party being statutory body is bound to adhere with the rules of recruitment, still it cannot be said that, it is exempted in following the rules of recruitment. Same view can be expressed regarding copy of order filed while deciding Civil Appeal by Karnataka HC as that judgement is on terms of appointment. In the instant case, there is no appointment and entry was given to second party is nothing but back door entry just to humiliate him which cannot be encouraged by protecting act of the first party under guise that second party was not appointed by regular appointment.

10. In view of discussions made above, reference required to be allowed by passing following order :

ORDER

1. Reference is allowed.
2. First Party is directed to recruit second party Shri Rajendra Kashinath Baviskar as a Sweeper-cum-cleaner with Malegaon Branch, treat him

as employee of first party and give all monetary benefits attached to the post of Sweeper-cum-Cleaner within three months from this order :

3. In the circumstances, there is no order as to its cost.

18-12-2006

A. A. LAD, Presiding Officer

नई दिल्ली, 12 फरवरी, 2007

क्र.अ. 729.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 190/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/424/96-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th February, 2007

S.O. 729. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 190/97) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 New Delhi as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, which was received by the Central Government on 12-2-2007.

[No. L-12012/424/96-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI SANT SINGH BAL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1 NEW DELHI

I. D. No. 190/97

In the matter of dispute between :

Shri Suresh Chandra,
Through the Secretary,
P. N. B. Staff Association U. P.,
C/o Punjab National Bank,
Zonal Office (Data Entry Cell),
Topkhana,
Meerut-250001

...Workman

Versus

The Regional Manager,
Punjab National Bank,
E. K. Road, Meerut.

...Management

APPEARANCES

Workman in person with Shri B. K. Paul, Advocate
Shri J. K. Chadha A/R for management

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/424/96/IR (B-II) dated 24-11-97 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of PNB in not giving the halting allowance, overtime, special allowance and additional leave in lieu of holidays to Sh. Suresh Chandra, Peon-cum-Chowkidar w.e.f. 23-11-81 to 29-12-82 is just fair and legal? If not, to what relief he is entitled and from what date?”

2. Vide corrigendum dated 24-10-2000 the reference was ordered to be amended as under :—

“Whether the action of the management of Punjab National Bank in not giving Halting Allowance, Overtime and Additional Leave in lieu of holidays to Shri Suresh Chandra, Peon-cum-Chowkidar for the service rendered during the period from 22-10-79 to 22-11-81 and Special Allowance w.e.f. 23-11-81 to 29-12-82 is just fair and legal? If not to what relief he is entitled and from what date?”

3. In response to the notices the claimant Punjab National Bank Staff Association U.P. preferred the claim statement through its Secretary Shri Suresh Kumar stating therein that the claimant Suresh Chandra was appointed as Peon-cum-Water man by erstwhile Hindustan Commercial Bank Ltd. And was asked to by the management of Branch Office Meerut on 22-10-89 to work as P. S. M. Steel Mills, Partapur and take charge from previous Peon Sri Nasrendra Kumar Sharma, and had been on duty since 22-10-79 to 22-1-81 at par. The aforesaid godown was located outside the municipal limit of Meerut as per notification issued by Meerut Municipal Board, Meerut at the relevant time and as such the opposite party stopped paying Guard Allowance from 23-11-81 to 29-12-82, though he was made permanent chowkidar from 22-10-79 to 22-11-81. That the aforesaid godown was located outside the municipal limit of Meerut as per notification issued by Meerut Municipal Board, Meerut at the relevant time and as such the opposite party Bank was bound to pay halting allowance, besides other claim of special allowance, as referred above and overtime for taking work beyond prescribed 8 hours each day. It is further stated that weekly off after working 6 days in a week and intervening holidays were not given to him and no additional leaves were given to him, in lieu thereof. Conciliation efforts failed before the Assistant Labour Commissioner Dehradun which resulted in present dispute. Workman has claimed halting allowance as well as special Allowance.

4. The management contested the above reference filing written statement raising preliminary objections that the dispute has not been properly espoused under the I. D. Act and as such no valid dispute can be said to have arisen in the eyes of law and claim is liable to be rejected as

being beyond the terms of reference.

5. On merits workman claimed guard allowance for the period 23-11-81 to 29-12-82 pleading that he was only Chowkidar at the said Rolling Mill. The relevant provisions governing the Special allowance are given in para 5.5, 5.6 and 5.9 of the Bipartite Settlement and according to the said provisions workman is not entitled to the said allowance claimed. It is averred that the workman was transferred to Meerut Branch from the said Mill on his own request and accordingly he was designated as Peon as per requirement of the Bank. He joined the Branch on 23-11-81 and therefrom he was not required to perform duty of chowkidar. Hence in view of para 9 of the Bipartite Settlement special allowance of chowkidar was not payable. After that he was designated as Peon-cum-Cash Peon as was evident from branch letter dated 29-11-82 and he was paid an allowance of cash peon of Rs. 20 PM from the period during 1992 in terms of para 5.5 of Bipartite Settlement. His designation was further changed to Peon-cum-Daftari w.e.f. 8-2-1983 from which date he was paid higher allowance of daftary Rs. 40 PM w.e.f. 8-2-83. The Manager of the Branch vide letter dated 30-6-83 confirmed that the Chowkidar allowance was paid to Suresh Chandra upto 22-7-81. He was also paid sleeping allowance of Rs. 15 PM during his posting at said Rolling Mill in terms of para 14.3 (a) of Bipartite Settlement. In terms of Bipartite Settlement Halting Allowance became payable when employee is required to travel while on duty to out stations for performance of work entrusted to him. Workman was never required to travel on duty but was permanently posted at the said mill where he used to stay round the clock. As such he is not entitled to halting allowance as he was getting the other allowance in lieu of his services and extra hours, in terms of para 14.3 (a) of the Bipartite Settlement. Workman has claimed overtime w.e.f. 22-10-79 to 22-11-81 for the period he was posted at M/s. PSM Rolling Steel Mills. The relevant provision governing in respect of grant of overtime allowance are contained in para 14.3 (a), 14.3(b) and Section 1.3 which are reproduced as under:—

14.3 (a) : “The provisions regarding hours of work and overtime shall not apply to godown-keepers and godown watchmen who are similarly excluded by the labour appellate Tribunal in paragraphs 194 and 195 of its decision dated 28-4-1954. Such workman shall be paid an ‘Other allowance’ of Rs. 25 per month, if he is a godown-keeper and Rs. 15 per month, if he is a godown-watchman.”

14.3 (b) : At places where an increment governing working hours and overtime of godown-keepers and godown-watchmen shall be governed by the provisions of such enactment and the ‘Other Allowance’ mentioned in sub-clause (a) of this Clause shall not be payable to them.

Besides in the State of Uttar Pradesh, the U.P. Dukan Aur Vanijya Adhishthan Adhiniyam, 1962 is in operation. The relevant provisions of the said Act are also appended.

Section 1(3) "The provisions of this Act referred to in Schedule-I shall, in the areas mentioned in the said Schedule, apply to the extent specified therein and the State Government may from time to time, direct, by notification in the Gazette, that all or any of the provisions of this Act shall also apply in relation to such areas and to such extent as may be specified in the notification."

It is further stated that in Schedule-I Meerut Municipal and Cantt. Areas have been covered and in terms of U.P. Government Notification, dated 16-11-1981 Partapur came under Municipal Limits only w.e.f. 16-11-1981. It is also apparent that the Government did not issue any notification under Section 1(3).

6. According to the management respondent the relevant paras governing his service conditions applicable to his service conditions and governing the grant of above allowance are contained in para 5.5, 5.6 and 5.9 of the Bipartite Settlement which are reproduced as under :

"5.5 In supersession of paragraph 5.287 of the Desai Award, where a workman falls within more than one category he shall, be entitled to receive the special allowance at the highest rate applicable to him, provided however, that special allowance (s) for educational qualifications, if any, shall be payable in addition to any other special allowance to which he may be entitled.

5.6 The special allowance prescribed above are intended to compensate a workman for performance or discharge of certain additional duties and functions requiring greater skill or responsibility, over and above the routine duties and functions of a workman in the same cadre. In order to be entitled to a special allowance, such additional duties and functions should constitute the normal part of the duties and functions performed or discharged by a workman. Special allowances are not intended to be paid for casual or occasional performance or discharge of such duties/functions. It would, however, not be necessary that workman should continue to perform such duties or discharge such functions, whole time, in order to be entitled to such allowance.

5.9 A workman will be entitled to a special allowance only so long as he is in charge of such work or the performance of such duties which attract such allowance. Whether a workman can be asked to cease to do such work or discharge such duties and consequently cease to draw such allowance, will depend upon the terms of his employment. For instance a workman who is employed permanently as a Head Clerk or Stenographer cannot be deprived of his special allowance by asking him to work as an ordinary clerk or asking him not to work as a Head Clerk or Stenographer. If, however, a recipient of a

special allowance wants to give up the work or duties which entitle him to the special allowance, he shall if his request is granted, cease to draw the special allowance.

7. It is also relevant to mention here that in supersessions of para 5.287 of the Desai Award, where a workman falls within more than one category, he shall, be entitled to receive the special allowance of the highest rate applicable to him, provided however, that special allowance(s) for educational qualifications, if any, shall be payable in addition to any other special allowance to which he may be entitled. According to the Tribunal Award dated 28-4-81 vide para 194 and 195 as ruled out that the provisions contained in para 14.3 are not applicable to the Godown Keeper and Watchman and they are thus excluded by said decision. Such Workman shall be/are entitled to other allowance of Rs. 25 PM if he is godown keeper and if he is a godown watchman. Thus according to these provisions the claimant being godown keeper is entitled to Rs. 15 by way of allowance.

8. Workman filed replication reiterating his claim and denying controverted pleas in the written statement.

9. In order to determine the question in reference relevant provisions are contained in para 14.3(a) mentioned above. According to the said provisions the workman is not entitled to overtime allowance and halting allowance but it is an admitted fact that workman was appointed as Peon-cum-Chowkidar vide his appointment letter dated 5-5-78 Ex. PW1/5. Workman was appointed as Peon-cum-Waterman and he was posted as Guard at Partapur and discharged duty of Guard during the period w.e.f. 23-11-81 to 29-12-82 for which period he is claiming the various allowances, overtime, halting allowance and special allowance and additional leave in lieu of holidays during the said period and has also done overtime but the management states that in view of the provisions contained in para 5.5 and 5.6 of the Bipartite Settlement. Workman has been paid special allowance of Rs. 25 PM and he is not entitled to any other allowance claimed by him. The workman was admittedly appointed as Guard at Partapur during the said relevant period and performed the duty of Guard as such to my mind he is entitled to the salary/wages payable to a Guard. His claim cannot be denied by paying him a special allowance, in view of para 5.6 of the Bipartite Settlement. These provisions are applicable if a man is posted at a place and he is asked to do additional duties such as a Guard but the said provisions cannot be made applicable to a person who has been posted as Guard and he discharged duty of a Guard. Admittedly during the relevant period he was appointed as a Guard and discharged the duties as Guard at Partapur and as such he is entitled to the wages/salary payable to the Guard and his claim defeated simply by giving him special allowance. It is made clear that a person appointed on a particular post is entitled to the salary/payable to the post, wages payable befeating

the said post. Hence the action of the respondent Punjab National Bank in not giving halting allowance, overtime and additional leave in lieu of holidays to Shri Suresh Chandra, Peon-cum-Chowkidar for the service rendered during the period from 22-10-79 to 22-11-81 and Special Allowance w.e.f. 23-11-81 to 29-12-82 and giving special allowance of Rs. 15 is not proper and justified. Reference is answered accordingly. File be consigned to record.

Dated : 8-2-07

SANT SINGH BAL, Presiding Officer

नई दिल्ली, 12 फरवरी, 2007

का.आ. 730.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 126/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-2007 को प्राप्त हुआ था।

[मं. एल-12012/37/1999-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th February, 2007

S.O. 730.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 126/99) of the Central Government Industrial Tribunal/Labour Court, Kanpur (U.P.) as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workmen, received by the Central Government on 12-2-2007.

[No. L-12012/37/1999-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SRI SURESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR (U.P.)

Industrial Dispute No. 126 of 99

Shri Raj Kumar Ram,
Son of Sri Babban Ram
House No. D-64/77, Modhopur
Shivpur, Varanasi

AND

Union Bank of India
The Deputy General Manager
UBI Taksal Theatre
3rd floor Nadesar, Varanasi

AWARD

1. Central Government, Ministry of Labour, New Delhi vide notification No. L-12012/37/99-IR(B-II) dated 4/11/99 has referred the following dispute for adjudication to this tribunal :

Whether the action of the management of Union Bank of India in terminating the services of Shri Raj Kumar Ram w.e.f. 28-5-96, is justified? If not, what relief the workman is entitled for?

2. The case of the workman in short as set up in his statement of claim is that the management of Union Bank of India is a statutory body registered under the Banking Company's Act having its registered office at Mumbai with various branches and Zonal Office and Regional Office throughout the country and one of its Zonal Office is situated at Varanasi in the state of Uttar Pradesh

3. In order to perform its function the opposite party has engaged its employees and has classified their services viz. (1) Officer's Category and (2) Award Staff consisting of clerical cadre and subordinate cadre. The Deputy General Manager of the opposite party bank is an authority competent to take independent decisions and such decisions are binding on the management of the opposite party in respect of appointment and disciplinary action with respect to Award Staff of the opposite party bank. It has been pleaded by the workman that there are definite rules and procedure for making appointment the sub-staff cadre of the bank, but the bank without resorting to the same is habitual in utilising the services of persons against clear and permanent posts of sub staff category for years together on nominal amount in the name of wages treating such persons as casual worker daily workers for performing the work of regular and permanent nature of the post of peon. It is pleaded that the practice as stated above is a device of unfair labour practice as defined under Section 2(r) of Industrial Disputes Act, 1947.

4. It has further been pleaded by the workman that he was engaged by the opposite party bank as peon w.e.f. 3-3-95 against a clear and permanent vacancy of sub staff and was directed to join the bank's Visheshwarganj branch at Varanasi where the workman worked till 3-9-95. From this branch the workman was transferred to bank's Rathiyatra branch where the workman worked joined the service of the bank on 4-9-95. Workman worked at this branch continuously upto 27-5-96 where after his services were terminated by the opposite party bank in utter disregard and in gross violation of the provisions of Section 25F of I.D. Act in as much as neither he was paid any notice, notice pay or retrenchment compensation despite the fact that the workman had completed 240 days of continuous service within the meaning of Section 25B of the Act. After illegal termination of the services of the workman the bank inducted in their services at the post of sub staff in the following manner :

Name of persons	Date of appointment	Branches where fresh appointments were made
1. Sri Radhey Shyam	16-6-1999	Jeonathpur Br.
2. Sri Rajesh	16-6-1999	Kalapur Crossing Br.
3. Sri Subhash	02-01-2000	Chandauli Br.
4. Sri Ramji Tiwari	02-01-2000	Dhanapur Br.
5. Sri Sitaram	24-04-2000	Chandauli Br.

5. On the basis of above it has been pleaded by the workman that the opposite party without providing him any opportunity of reemployment in the bank have made the above appointments on regular and permanent basis which is absolutely against the mandate as provided under Section 25H of Industrial Disputes Act 1947, read with rules 78 of I.D. (Central) Rules 1957. Apart from the above appointments, opposite party has also appointed Badrey Alam on 31-5-99, at bank's Dhanulsi branch in Distt. Varanasi and Sri Mohd. Zakir at Bank's Barki branch in District Varanasi on 3-7-99 even ignoring the legitimate claim of the workman for providing him an opportunity of his reemployment in the services of the bank treating the workman to be a retrenched employee of the opposite party bank. From the above fact and from the conduct of the Dy. General Manager of the opposite party bank hard fact which emerges out is that there were regular and permanent vacancies of the post of peon in District Varanasi at Bank's various branches, but the management of opposite party with a view to deprive the workman from attaining permanent status deliberately and with malafide intention did not appointed the workman as peon by providing him an opportunity for facing regular selection process for the post peon and thus the workman has been denied with an opportunity of reemployment in breach of provisions of Sec. 25-H of Industrial Disputes Act, 1947. The opposite party apart from utilising the services of the workman as peon has not paid him the regular wages payable to an employee of the category to which the workman belongs. The workman is thus entitled for difference of wages for the period he remained in the services of the bank, i.e. 3-3-95 to 27-5-96.

6. The employees of banking industries are not holder Civil Post therefore they can not be said to be 'Public Servent' as comparable to Government Employees. It has been pleaded by the workman that having regard to this aspect of the matter the appointment of the workman or his engagement in the service of the bank even in the absence of any appointment letter as also oral termination can not be held to be illegal or void because his appointment for all practical purposes and also for the purposes of the case under I. D. Act, would be deemed to be legal and valid mainly for the reasons that the Deputy General Manager

intentionally did not resort the regular selection procedure with malafide intention and that as the Dy. General Manager is the competent authority in law it will be presumed that it relaxed the recruitment rules in the case of the workman. Lastly it has been alleged that the entire action as referred to by the Ministry in respect of the opposite party is highly arbitrary, discriminatory, illegal and abinitio void and contrary to the provisions of Article 14, 16, 21 of the Constitution of India.

7. On the basis of above it has been prayed that the workman is entitled to be reinstated in the services of the bank at the post from which he was removed illegally w.e.f. 28-5-96 with difference of full wages and wages paid to him together with seniority and all consequential benefits payable to the workman under service regulations.

8. Opposite party bank has filed an exhaustive written statement denying vehemently the allegations of the workman, interalia, on the grounds that the present dispute is not a valid industrial dispute in as much as it has not been espoused by a substantial number of workers ; that there exists no relationship of employer and employee between the bank and the workman; that that bank never appointed the workman in his employment ; that the workman never went under selection process for his appointment in the bank; that this tribunal has no jurisdiction to adjudicated the present dispute which is devoid of merit; that bank never committed branch of unfair labour practice; that the persons named by the workman in para 10 of his statement of claims alleged to be appointed by the bank are the personal drivers that since the workman was never appointed nor terminated by the bank question of complying with the relevant provisions of the Industrial Disputes Act, 1947, in the facts and circumstances of the case does not arise at all. In the end it has been prayed that the claim of the workman be rejected being devoid of merit holding that the workman is not entitled for any relief.

9. It may be pointed out that after exchange of pleadings between the parties the workman filed documentary evidence and also examined himself as W.W.1 before the tribunal in support of his claim, whereas, the opposite party bank after availing repeated opportunities granted by the tribunal on 7-3-06, 29-5-06, 27-7-06, 13-10-06, 6-12-06 which was allowed on payment of cost of Rs. 100 by tribunal, fixing 20-12-06 for the evidence of opposite party. Management opposite party on 20-12-06 moved adjournment application on the ground that the witness is not available, the said application of the management was rejected by the tribunal on the ground that there is no sufficient ground for granting adjournment as this was the 7th adjournment and the case was fixed for parties arguments on 12-1-07 and ultimately final arguments in the case were heard on 18-1-07. In this way it is quite clear that the management has palpably failed in adducing their evidence before the tribunal after availing a number of opportunities granted by this tribunal. Thus apparently

there is no evidence lead by the opposite party bank in support of their pleadings. It is settled principle of law that plain pleadings in the absence of evidence carries no weight in the eye of law and on the basis of the same it can not be held that the opposite party has been able to substantiate his claim before the tribunal.

10. The workman appeared as w.w.1 before this tribunal and stated on oath that he was appointed at bank's Bisheshwarganj branch of the bank at Varansi on 3-3-95 from where he was transferred to bank's Rathyatra branch where he worked for about 8 or 9 months continuously and he was paid Rs. 25 per day as wages. He was removed from his services w.e.f. 28-5-96 by the opposite party bank. Witness admitted that he worked during the banking hours. He was not paid any notice pay or retrenchment compensation at the time of termination of his services. After his removal Badrey Alam a new hand was appointed at his place.

11. In his examination in chief the workman has further stated that his name was sponsored by the employment exchange for his appointment. He was never issued any appointment letter in the year 1995. He was also not issued any termination letter of transfer order transferring his services from Bisheshwarganj branch to Rathyatra branch of the opposite party bank. Payments were made through vouchers on which bank used to obtain his signatures.

12. In his cross examination, the claimant has expressed his ignorance about the period of his working. He has further admitted that he has not been issued any appointment letter by the opposite party. He was not issued any transfer letter. He has clearly admitted the fact that he was being paid his wages through vouchers after obtaining his signatures on the reverse of vouchers. Lastly he has clearly admitted that he has not in the know of the fact as to whether or not he was ever appointed in the services of bank.

13. On the basis of above evidence of workman, it will be seen as to whether the workman has been able to prove relationship of employer and employee between the bank and the claimant as is pleaded by the opposite party bank. It is settled position of law that heavy burden lies on the head of workman to prove his claim. From the cross examination of the workman it is quite clear that he has not been able to establish the fact that there was ever any existence of relationship of employer and employee between the bank and the workman especially when he had clearly admitted the fact in his cross examination that he is not in the know of the fact that there ever existed any relationship of employer and employee between the bank and him.

If it is so provisions of I.D. Act are not applicable in his case and therefore, he cannot be granted any protection of the provisions of I. D. Act.

14. Even otherwise if it is presumed that a workman has been able to prove his case even then no relief can be granted to him in view of law laid down by Hon'ble Supreme Court in the leading case Uma Devi Vs. Union of India wherein the Hon'ble Supreme Court has clearly observed that the daily rated casual employee cannot be granted any relief unless he is duly selected against any sanctioned post after undergoing through selection process.

15. Admittedly according to the own case of the workman, he was engaged on daily rate basis from time to time by the opposite party bank to cater the need on day to day basis of casual work. The law cited above fully applies in the case of workman and thus it is held that the workman was a daily rated casual labour having no relationship of employer and employee between the bank and him.

16. Having concluded that there existed no relationship of employer and employee between the opposite party bank and so called workman, the so called workman can not be granted the relief of reinstatement as he has held to be not protected under the provisions of I. D. Act.

17. In the end it is held that workman has palpably failed to establish relationship of employer and employee in his case, therefore, he can not be granted any relief of reinstatement as has been claimed by him in the present reference.

18. Accordingly refer the answer against the workman and in favour of the opposite party bank.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 12 फरवरी, 2007

का.आ. 731.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 263/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-2007 को प्राप्त हुआ था।

[सं. एल-12011/63/99-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th February, 2007

S.O. 731.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 263/99) of the Central Government Industrial Tribunal/Labour Court, Kanpur (U.P.) as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 12-02-2007.

[No. L-12011/63/99-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SRI SURESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SARVODAYA
NAGAR, KANPUR (U.P.)**

Industrial Dispute No. 263 of 1999

In the matter of dispute between :

J. M. Mishra,
through General Secretary,
Central Bank Workers Organisation U. P.,
C/o Central Bank of India,
Meston Road, Kanpur.

And

Central Bank of India,
Through Regional Manager,
Central Bank of India,
Regional Office, Pandu Nagar,
Kanpur

AWARD

1. Central Government, vide notification No. L-12011/63/99/IR-(B-II) dated 26-8-99 and vide corrigendum dated 12-2-01 and 1-6-01 through Ministry of Labour, New Delhi, has referred the following dispute for adjudication to this tribunal :—

“Whether the action of the management of Central Bank of India to impose the punishment of reduction of pay to the next lower stage for a period of two years w.e.f 29-7-93 upon Sri J M Mishra, Special Assistant is legal & justified ? Whether extending the period of next increment for two years without express punishment order is legal and justified? If not to what relief the workman is entitled ?”

2. The case of the workman in short is that while he was posted at bank's Meston Road Branch, Kanpur, he was served with a charge sheet No. RO/PRS/DAD/55/215 dated 20-1-87. After completion of departmental inquiry against the delinquent official the inquiry officer submitted his finding dated 17-6-93 wherein the inquiry officer held charge Nos. 1 and 2 not proved. However inquiry officer proved the charge (ii). It has been pleaded by the workman that in view of above the presenting officer should test the charge through his witnesses etc. and should have proved the charge which he did not do. The disciplinary authority after considering the finding of the inquiry officer awarded punishment as mentioned in the schedule of reference order. It has been pleaded that the said punishment has been awarded upon the workman without proper application of mind and without affording due opportunity of his defence. Thus the entire inquiry proceedings together with the final order is against all canons of rules of natural justice which is liable to be set aside and the workman is entitled to be exonerated from the allegations of misconduct.

3. Opposite party filed reply in which it has been pleaded that the workman discharged his duties in most negligent manner due to which forged and fake drafts were paid and the bank suffered serious loss. Workman was issued charge sheet dated 20-1-87 and inquiry officer was appointed by the disciplinary authority to conduct inquiry against the employee concern. Enquiry conduct during various dates between 29-7-87 to 31-5-93 and that full and fair opportunity was given to the charged officer to prove his innocence but he failed to do so and charge was partly proved. It has been admitted by the management that the enquiry officer found that charge Nos. 1 and 2 as not proved and charge No. 3 as proved. The charged officer fully participated in the inquiry and produced documentary as well as oral evidence in his defence and cross examined the management witnesses before the inquiry. Workman was supplied with the copy of inquiry finding by the disciplinary authority and he submitted his submissions and after considering the memorandum the employee was awarded the impugned punishment by the disciplinary authority. There is nothing illegality in the action of the management which does not call for any interference at the hands of this Hon'ble Tribunal. Lastly it is prayed that the case of the workman is devoid of merit and is liable to be rejected.

4. After exchange of pleadings between the parties oral as well as documentary evidence have been lead by the contesting parties in support of their respective claims and counter claims.

5. Tribunal heard the arguments of the parties at length and have also perused the record of the case carefully.

6. During the course of arguments it has been conceded by the workman that he is not challenging the procedure adopted by the inquiry officer rather his main challenge is that the charge sheet is wholly illegal and non-est in the eye of law in as much as he was not given adequate opportunity to reply the same and that the management appointed inquiry officer in the charge-sheet itself without considering his explanation which is against the provisions of para 19.1 of first bipartite settlement the service conditions applicable to him. Secondly it has been argued by the workman that when inquiry officer found a few charges as proved and few as not proved there was not necessity for providing opportunity to the workman to explain his stand on the charges which were found as not proved by the inquiry officer and that the inquiry officer while proving charge No. 2 instead of acting as inquiry officer has discharged his role like witness for arriving at his conclusion as is evident from the inquiry finding itself, thus the inquiry finding is perverse and no punishment can be awarded to him on the basis of perverse finding.

7. As against it the management's representative could not be able to counter the arguments of the workman satisfactorily.

8. Tribunal considered the rival arguments of the contesting parties anxiously in the light of the settled legal position of law that no one should be condemned unheard. From the chargesheet itself it is very much clear that the disciplinary authority even without obtaining explanation from the delinquent employee have decided to conduct inquiry and appointed inquiry officer in the charge sheet. This procedure adopted by the disciplinary authority appears not to be in consonance with the settled legal position of law. If it is so the tribunal is bound to hold that the charge sheet issued to the workman is wholly illegal and nonest in the eye of law and any punish-awarded by the disciplinary authority to the workman cannot be sustained in the eye of law. It is accordingly held that the charge sheet dated 20-1-87 is illegal and inoperative in the eye of law and as the punishment is based upon illegal charge sheet the same cannot be allowed to alive in the eye of law and is hereby set aside.

8A. Even otherwise on merit of the case a bare perusal of inquiry finding would go to show that the inquiry officer acted as a witness against the workman while recording findings on charges which goes as under :—

The CSE has stated in his reply dated 5-7-83 that the drafts passed by him, were prepared in green coloured DD Books leaves in accordance to the Central Office guidelines. The MEx 14 (i) also refers the colors of DDs with amount limitation and the colour for the DDs above Rs. 5000 to be the Green Colour. Neither CSE nor the PO could bring material evidence to prove their versions of Statements. The management representative did not get the colour factor of the DDs questioned and confirmed on the day the original drafts were produced for examination by the CSE/CSO/DR but have stated in written briefs that he did raise the issue. His such action is not appreciated. However during the course of re-examination of the drafts by the undersigned in the office of CID officials, the colour of DDs was found to be blue. Since the number of drafts presented on both the dates were very small number i.e. seven and eight, hence the discrepancy in colour could have been easily detected and the difference in the colour could have brought doubts in the minds and extra precaution if could have been taken, the payment of the drafts could have been stopped. The negligence of Mr. Misra on this count is proved.

9. From the underline portion of the findings of inquiry officer as above it is quite obvious that the inquiry officer has imported his personal knowledge while arriving at his conclusion instead of examining the material evidence available on the record of inquiry. This approach or the inquiry officer is highly deprecated which is certainly against the rules of domestic inquiry. Inquiry officer under no circumstances can be supposed to draw inference for arriving at some conclusion in his report on entreneous

considerations. How he is concerned with his actions done before the CID officers and if at all he had re-examined the drafts in the presence of CID officials that could not be made part of inquiry finding for arriving at a conclusion that the charge against the concerned workman stands proved. From this point the inquiry finding cannot be sustained in the eye of law by this tribunal which is held to be perverse and out side the scope of material and evidence available before the inquiry officer during the course of inquiry. Finding is also held to be illegal and abinitio void. As the punishment has been awarded on the basis of perverse findings by the disciplinary authority upon the workman, the same stands set aside being wholly illegal abinitio void and against rules of natural justice as well as rules governing the service conditions of the workman.

10. Lastly it is held that the action of the management as indicated in the schedule of reference order is set aside and the workman would be deemed as if he had never been awarded any punishment by the disciplinary authority entitling workman for his withheld increments. Accordingly management is directed to make payment of arrears of wages withheld on account of illegal punishment within a period of 30 days from the date of publication of award failing which the workman shall be further held entitled to pendente lite and future interest at the rate of 12% per annum from the date from which the amount has been withheld on the opposite party.

11. Reference is therefore answered against the opp. party and in favour of the workman accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 12 फरवरी, 2007

का.अ. 732.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 17) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एग्रीकल्चरल फाइनेंस कॉर्पोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, भुवनेश्वर के पंचाट (संबंध संख्या 2/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-2007 को प्राप्त हुआ था।

[सं. एल. 12012/129/98-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th February, 2007

का.अ. 732.— in pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Agricultural Finance Corporation Ltd., and their workmen, received by the Central Government on 12-02-2007.

[No.L-12012/129/98-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, BHUBANESWAR
I.D. Misc. Case No. 2/2003

Shri Jayadev Kumar Sharma, Plot No. 1, Unit-III,
Bhubaneswar-751 001, Orissa

Vrs.

1. Shri R.K. Chatterjee, Incharge, Agricultural Finance Corporation Ltd., A/16, Ashok Nagar, Unit-II, Bhubaneswar
2. The Manager and Incharge, Agricultural Finance Corporation Ltd.,

Order No. 29

Dated 27-12-2006

This Misc. Case under Section 33-A has been filed during pendency of I.D. Case No. 310/2001. In view of the same the Advocates engaged in the above I.D. are also present today representing the respective parties.

In the show cause filed by the Management it is alleged that the present Misc. case is not maintainable and as such both the parties are heard on this matter.

Admittedly this Misc. case has been filed during the pendency of the above noted I.D. Case. But in course of argument it was fairly conceded by the complainant-workman that he was terminated from service during conciliation proceeding pending before the Regional Labour Commissioner (Central). Section 33-A of the Industrial Disputes Act is very much specific on the subject. According to it a petition under Section 33-A is to be filed before the Officer before whom the proceeding is pending. As admittedly the complainant-workman has been terminated during pendency of a conciliation proceeding before the Regional Labour Commissioner (Central), this petition under Section 33-A should have been filed before him and as such the same is not maintainable in the present forum. Hence, this Misc. Case is dismissed accordingly as not maintainable.

Sd/-

Dictated

नई दिल्ली, 12 फरवरी, 2007

का.आ. 733.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 14/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/13/2003-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th February, 2007

S.O. 733.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank, and their workmen, received by the Central Government on 12-02-2007.

[No. L-12012/13/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated : 2nd February 2007

PRESENT:

SHRI A. R. SIDDIQUI, Presiding Officer

C.R. No. 14/2003

I PARTY

Shri N. Shivaiah,
No. 49, NGO Colony,
2nd Cross,
Rajendra Nagar
Mysore-7

II PARTY

The Assistant General Manager,
Syndicate Bank,
Zonal Office, IRC,
Gandhinagar,
Bangalore-560 009

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* Order. No. L-12012/13/2003-IR (B-II) dated 29th April, 2003 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Syndicate Bank is justified by dismissing Shri N. Shivaiah, Attender from service w.e.f. 3-5-1999? If not, what relief he is entitled to and from which date?"

2. A chargesheet dated 26-3-1998 came to be issued to the first party workman in the following terms :

CHARGE SHEET

It is reported against you that you are very irregular in your attendance to the office and that you absented from duties without prior intimation or proper sanction of leave, thereby disrupting the normal functioning of the branch. As such, you were chargesheeted and awarded with punishments in the past as under :—

- (1) Chargesheet No. CGS/BNG/90/3 dated 13-2-1990 for irregular attendance and was awarded with the punishment of stoppage of one increment for six months *vide* proceedings dated 8-6-1990.

- (2) Charge sheet No. CGS/BNG/91/47 dated 4-9-91 for absence without leave and irregular attendance and was awarded with the punishment of 'warning' vide proceedings No. PRS/BNG/DGM/91/40 dated 10-10-1991
- (3) Chargesheet No. CGS/BNG/91/71 dated 30-12-1991 for irregular attendance and was awarded with the punishment of stoppage of one increment for six months vide proceedings dated 29-9-1992.
- (4) Charge sheet No. CGS/BNG/94/30 dated 22-2-1994 for habitual absence and was awarded with the punishment of dismissal from the services vide proceedings dated 22-2-1994 which was subsequently reduced to stoppage of next two increments with cumulative effect.

In spite of the above, there is no improvement in your attitude to attendance to office and respect for leave rules. For instance, you absented from duties on the following dates in violation of leave rules of the Bank :

From	To	No. of days
4-3-1996	—	1
13-3-96	—	1
7-4-1996	—	1
2-5-1996	13-5-1996	12
12-8-1996	2-9-1996	22
10-3-97	12-4-1997	34
27-5-1997	—	1
10-6-1997	14-6-1997	5
21-12-1995	22-5-1995	2
31-12-1995	—	1
13-4-1996	15-4-1996	3
24-4-1996	—	1
6-3-1997	—	1
8-9-1997	—	1
11-9-1997	31-10-1997	51
4-11-1997	5-1-1998	63
1-3-1997	—	1
22-4-1997	—	1
30-4-1997	—	1
5-5-1997	12-5-1997	8
19-1-1998	27-2-1998	40
Total :		251

- In this connection, your reference is drawn to DO, Mysore letters dated 29-3-1996, 19-4-1996, 25-6-1996, 27-12-1997, 31-1-1998, 27-2-1998 and 2622/DOM/PAC/477/ss dated 27-2-1998, wherein your absence for the above period has been treated as
- unauthorized.

Your above action of absents from duties without leave and continuing to be irregular amounts to misconducts. Your total unauthorized absence comes to 1077 days till now.

You are, therefore, charged with the commission of Gross Misconduct of "habitual doing of an act with amounts of minor misconducts of 'absence without leave' and 'irregular attendance' vide clause No. 19.5(f) of the Bipartite settlement.

You are required to submit your explanation if any, to this charge sheet within 15 days of its receipt."

3. There being no explanation offered by the first party to the charge sheet, a DE was ordered against him and on the basis of the enquiry findings holding him guilty of the charges, he was offered an opportunity of personal hearing, participated by him and after having appreciated the findings of the enquiry officer, proposed the punishment of dismissal and dismissed him from service by impugned punishment order dated 3-5-1999. Appeal preferred by the first party also came to be dismissed vide order dated 23-8-1999 and thereupon, he raised the dispute with the Conciliation Officer resulting into the present reference.

4. The first party workman by way of his Claim Statement, challenged the enquiry proceedings on the ground that they suffered from violation of principles of natural justice being conducted against him ex parte and that enquiry findings holding him guilty of the charges suffered from perversity and that the order passed against him is unjust, arbitrary and illegal. He also submitted that penalty of dismissal is unwarranted and shockingly disproportionate.

5. Whereas, the management by its Counter Statement refuting the above said allegations of the first party contended that enquiry conducted against the first party was in accordance with the principles of natural justice as the first party remained absent and failed to participate in the enquiry proceedings despite notice of enquiry etc. The management also contended that the charge of misconduct of the first party remaining absent from duty unauthorisedly as an 'habitual absentee' has been proved during the course of enquiry by sufficient and legal evidence and he has been dismissed from service with impugned punishment order affording him opportunity of personal hearing.

6. Keeping in view the respective contentions of the parties, with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 21-9-2004 framed the following Preliminary Issue.

"Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper?"

7. During the course of trial of the said issue, the management filed affidavit evidence of enquiry officer and got marked four documents at Ex. M1 to M4 namely, the chargesheet, notice of enquiry, proceedings of enquiry and the enquiry report respectively. No evidence was led on behalf of the first party.

8. After having heard the learned counsels for the respective parties, this Tribunal by order dated 20-4-2006 recorded a finding on the said issue to the effect that the enquiry conducted against the first party by the Second Party is fair and proper. On 29-9-2006, when the matter was taken up for arguments on merits, Shri Ramesh for Shri V.S. Naik representing the First Party workman submitted that he has no arguments to advance. Learned counsel for the Second Party remained absent and for his argument case was adjourned on 29-12-2006. Once again he remained absent and therefore arguments were taken as heard and case is posted this day for award.

9. Now, therefore, in the light of the findings recorded by this Tribunal holding that the domestic held against the First Party is fair and proper, two questions arise for consideration as to whether the enquiry findings suffered from perversity and whether the order of dismissal passed against the First Party was disproportionate to the gravity of the misconduct committed by him.

10. As noted above, learned counsel for the First Party advanced no arguments either on the point of perversity of the findings or on the point of quantum of the punishment. However, in order to give findings on the aforesaid two points, it appears to me necessary to go through the findings of the enquiry officer and the evidence brought on record during the course of enquiry. Learned enquiry officer while discussing the oral evidence of management witness and the documents produced by the management during the course of enquiry marked at Ex. MEX-1 to MEX-13, recorded his reasonings on page 4 of the report under the heading "Analysis of Evidence & Findings" as under :

Analysis of Evidence & Findings

From the documents MEX-1 to MEX-11, it is established that, the CSE's absence on the days mentioned therein has been treated as unauthorized. MEX-12 establishes the fact that the said chargesheet was issued to the CSE for his absence of 107 days on various dates between 20-4-1992 and 6-1-1994. The same document also testifies that earlier 3 charge sheets were issued to him for his misconducts of irregular attendance and absence without leave. The management has brought on record that Shri Shivaiah, despite his assurance during the personal hearing on 31-10-1994 against the repetition of such lapses in future and in spite of the fact that, he was visited with the punishment of dismissal has not reformed himself, when, as deposed

by MW1, the appellate authority took a lenient view and reduced the punishment and had reinstated him into service.

The above documents and the deposition of MW1 together with his answers to my questions have clearly brought out the habitual absence of Shri B.N. Shivaiah, which has disrupted the functioning of the branch and affected the customer service.

In view of the foregoing, I have no hesitation in holding that, the charge leveled against Shri B.N. Shivaiah of the commission of gross misconduct of 'habitual doing of an act with amounts of minor misconduct of 'Absence without leave and irregular attendance' vide clause No. 19.5(f) of the Bipartite Settlement, as proved."

11. Therefore, from the reading of the aforesaid reasonings given by the learned enquiry officer by way of his findings, it becomes crystal clear that the first party remained absent from duty unauthorisedly without applying for leave or after sanction of the leave as prescribed under the service rules framed by the management. The contention of the First Party in his Claim Statement at Para-1 to the effect that he gave reasons for his absence from duty during the course of personal hearing conducted against him and that he remained absent from duty on account of his ill health and submitted medical certificate to that effect has not been established by the First Party by producing any sort of evidence either oral or documentary during the course of enquiry or before this Tribunal. He after having appeared before the enquiry officer on one sitting remained absent thereafter compelling the enquiry officer to proceed with the enquiry ex parte. Before this Tribunal also he has not stepped into the witness box when the question of validity of the enquiry proceedings was taken up and tried by this tribunal. From the statement of MW1 before the enquiry officer, it is very much evident that the first party has remained absent from duty without obtaining any leave much less after sanction of leave in his favour. Therefore, the reasonings given by the enquiry officer with regard to the charge leveled against the First Party that he remained absent from duty for a period of 251 days in between 4-3-1996 and 19-1-1998 are well supported by the oral and documentary evidence produced by the management. Learned enquiry officer has also taken into account and considered the oral and documentary evidence pressed into service on behalf of the management in establishing the charge of habitual absence from duty by the First Party. The First Party as per the chargesheet, earlier to the chargesheet on hand was chargesheeted on four occasions for his unauthorized absence. As per the chargesheet dated 13-2-1990, he was imposed punishment of stoppage of one increment for six months as per the proceedings dated 8-6-1990. As per the chargesheet dated 4-9-1991, once again he was punished with 'warning' vide

order dated 10-10-1991. As per the chargesheet dated 30-12-1991, he was punished by proceedings dated 29-9-1992 by stoppage of one increment for six months. As per the chargesheet dated 22-2-1994, he was awarded punishment of dismissal from service *vide* proceedings dated 22-2-1994 and on appeal dismissal order was modified reducing his two increments with cumulative effect. The first party in his Claim Statement has never disputed the fact of his remaining unauthorisedly absent from duty on the aforesaid four occasions and being awarded with the punishments as indicated above. As noted above, with regard to the chargesheet on hand though he took up the contention that his absence was supported by leave applications and medical certificates, no scrap of paper was produced by him atleast before this Tribunal nor he came forward with any oral evidence to suggest that he had applied for leave supported by medical certificates or that he was suffering from any disease preventing him from attending the duties during the period mentioned in the charge sheet. Therefore, charges of misconduct against the first party have been very much proved by sufficient and legal evidence and by no stretch of imagination it can be said that findings of the enquiry officer suffered from perversity.

12. Now, coming to the question of quantum of the punishment. The first party as per the chargesheet has committed gross misconduct of "habitual doing of an act amounting to minor misconducts and also committing the misconducts of remaining absent from duty unauthorisedly". It is on record that the First Party has been in the service of the management for about a period of 23 years and except the charge of misconduct of unauthorised absence there was no other misconduct committed by the First Party involving the moral turpitude. In the result, it appears to me that ends of justice will be met if the impugned order of punishment dismissing him from service is replaced with the order of termination of his services with effect from the date of impugned dismissed order. Hence the following award:

AWARD

The order of dismissal passed against the first party is hereby modified by way of order of termination of his services. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 2nd February, 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 12 फरवरी, 2007

का.आ. 734.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुच्छेद में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 16/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-2007 को प्राप्त हुआ था।

[सं. एल-12012/209/2001-आई. आर. (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th February, 2007

S.O. 734. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/02) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 12-02-2007.

[No. L-12012/209/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 2nd February, 2007

PRESENT : SHRI A. R. SIDDIQUI, Presiding Officer

C. R. No. 16/2002

IPARTY

Shri Jayanth G. Joshi,
H. No. 2014, Raghavachar
Galli, Near Prabhat Talkies,
Nipani,
Belgaum District-591237
Karnataka State

IIPARTY

The Deputy General
Manager, Syndicate
Bank,
Zonal Office, Syndicate
Towers,
UDUPI-576101
Karnataka State

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order No. L-12012/209/2001-IR (B-II) dated 11th March, 2002 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Syndicate Bank in dismissing the services of Shri Jayanth G. Joshi *vide* order dated 17-11-1998 is legal and justified ? If not, what relief the concerned workman is entitled to ?"

2. A charge sheet dated 15th October, 1997 was issued to the first party workman in the following terms :—

Charge Sheet :

You were working at our Akol branch from 15-9-1994 to 15-2-1997. That you have been transferred to Chikodi branch in terms of Zonal Office Personnel Cell letter No. ZCM/FCW/521/UTO/9/062910 dated 21-1-1997. That on 15-2-1997 you were relieved in absentia by our Akol branch on transfer to Chikodi branch. You have not reported to duty at Chikodi branch till date. Your absence from 29-1-1997 till 31-8-1997 has been treated as unauthorized absence by the competent leave sanctioning authority. The following circumstances appear on record against you.

1. In the matter of not reporting to duty at Chikodi branch after relief from Akol branch :—

That you were working as Spl. Assistant at our Akol branch from 15-9-1994 to 15-2-1997. That you have been transferred to Chikodi branch in terms of zonal office personnel cell letter dated 21-1-1997. That you have been absenting from duties at Akol branch from 29-1-1997. That on 15-2-1997 you were relieved in absentia by our Akol branch after office hours to enable you to join our Chikodi branch as Special Assistant in terms of Zonal office letter referred above. That you have not reported for duties at Chikodi branch till date. The relieving order sent by Akol branch to your last known residential address by registered post acknowledgement due was returned undelivered for reason "letter not claimed". Again our Akol branch has sent a copy of relieving order to you under certificate of posting, displaying another copy in the staff notice board at the branch. Divisional Office Belgaum has also sent a telegram on 19-2-1997 to you to report for duties at Chikodi branch without delay. Divisional office Belgaum has also sent letter dated 12-3-1997 advising you to report for duties immediately at our Chikodi branch submitting your explanation for not reporting to duties and remaining absent from 29-1-1997. It was also informed to you in the same letter that in case you failed to comply with the instructions your entire absence from 29-1-97 would be treated as unauthorized and necessary disciplinary action will be initiated against you. Zonal Office Personnel Cell (W) vide their letter dated 6-10-1997 while regretting their inability to consider your request of transfer to Nipani branch, advised you to join Chikodi branch immediately by submitting satisfactory explanation for your prolonged absence.

Despite such clear instructions from DO/ZO you have failed to report to duties at our Chikodi branch. By your above acts you have disobeyed the lawful and reasonable orders of the management and committed gross misconduct within the meaning of

clause 19.5 of the Bipartite Settlement. We therefore, charge you for committing misconduct of willful in subordination/disobedience of lawful and reasonable orders of the management, under clause 19.5(e) of the Bipartite Settlement.

II. In the matter of unauthorized absence from 29-1-1997 till 31-8-1997: That you have been absenting from duties from 29-1-1997 till date. That you have been relieved from our Akol branch vide letter dated 15-2-1997 after office hours, in absentia to enable you to join our Chikodi branch after the expiry of the joining time admissible in terms of circular dated 10-12-1994. You have failed to report for duties at our Chikodi branch till date. Divisional office, Belgaum being the competent leave sanctioning authority has treated your absence from 29-1-1997 to 31-8-1997 as unauthorized absence with consequent cut in the wages as show hereunder :

S. No.	From	To	No. of days	DO letter treating the absence as unauthorised
1.	29-1-97	30-4-97	92	1846/DOB/FC/IF 196 dated 30-4-97
2.	1-5-97	31-5-97	31	2440/DOB/FC/IF 196 dated 4-6-97
3.	1-6-97	30-6-97	30	3113/DOB/FC/IF 196 dated 5-7-97
4.	1-7-97	31-7-97	31	3629/DOB/FC/IF 196 dated 10-9-97
Total:			215	

Your above act amounts to minor misconduct in terms of the provisions of the Bipartite Settlement."

3. There being no explanation offered by the first party to the aforesaid charge sheet, the management ordered for Domestic Enquiry against him and on the basis of the enquiry findings holding him guilty of the charges he was served with enquiry report and once again there being no reply given by the first party with regard to the enquiry report he was offered opportunity of personal hearing and thereupon, the punishment of dismissal proposed against him was confirmed and the appeal preferred by him against the dismissal order dismissed by the Appellate Authority.

4. The first party workman in his claim statement in the first instance challenged the enquiry proceedings on the ground that they suffered from violation of principles

of natural justice and that the findings of the enquiry officer holding him guilty of the charges suffered from perversity and that the order of dismissal passed against him was unjust and illegal and therefore, he was entitled to reinstate in service with all consequential benefits.

5. The management by its Counter Statement however, challenged the aforesaid allegations of the first party on all the three counts and asserted that enquiry proceedings were conducted against him affording fair and reasonable opportunity to attend and participate in the enquiry proceedings. He in fact attended the proceedings taking the help of Defence Representative by name Shri M.R. Achar, the State Secretary of Syndicate Bank Employees Union and during the course of enquiry when the management witness was examined and documents were marked, the first party as well as the DR submitted that they do not wish to contest the case and that the first party wanted to make oral submission and accordingly, his oral submission was recorded and thereafter learned enquiry officer submitted his findings holding the workman guilty of the charges. The first party was given opportunity to make his submission over the enquiry report and there being no response from him the Disciplinary Authority proposed the punishment of dismissal affording opportunity of personal hearing to the first party which hearing was attended by the first party himself as well as his above said DR and thereupon, the punishment of dismissal proposed against him was confirmed and his appeal against the dismissal order also was dismissed by the Appellate Authority by giving cogent and valid reasonings applying his mind. In the result, the management contended that the enquiry was in accordance with the principles of natural justice, findings were based upon sufficient and legal evidence and the order of dismissal passed against the first party was just and legal keeping in view the gravity of the misconduct committed by the first party.

6. Having regard to the contentions of the respective parties about the validity and fairness or otherwise of the enquiry proceedings, a question whether the DE conducted against the first party by the Second party is fair and proper was taken in the first instance. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked 4 documents at Ex. M1 to M4. The first party examined himself without getting marked any document.

7. After having heard the learned counsels for the respective parties, this tribunal by order dated 6-2-2005 recorded a finding on the above said issue to the effect that the DE conducted against the first party by the Second party is fair and proper. Thereupon, once again the first party examined himself on the point of gainful employment and in his examination chief stated that he has not been employed or gainfully employed anywhere after being dismissed from service, despite making several attempts to

seek a job. He further stated that he was eligible to Officer Post by way of promotion when he was served with the charge sheet. He stated that he joined the services of the management as a Clerk on 10-4-1966 and was promoted as a Special Assistant in the year 1975 and served about 10 places from the date of his appointment both in Karnataka and Maharashtra and that his past record is unblemished. In cross examination he denied to have worked in HDFC, Kolhapur as a Collection Agent. He denied the suggestion that his past record was not good and he was not living with his brother after he was dismissed from service. Thereupon, I heard the learned counsels for the respective parties on merits and posted the matter for award.

8. Learned Counsel, Shri S. Ramesh for Shri V. S. Naik representing for the first party vehemently argued that the first party has been in the service of the management bank for the period about 30 years with unblemished service records and served at about 12 different places without giving any room of complaint to the management and inviting any complaint that he did not report for duty to the places he was transferred or that he remained absent from duty for no good reasons. He contended that as far as the delay in raising the dispute is concerned, the Appellate Authority took two years to dispose off the appeal preferred by the first party against the order of dismissal and thereupon, he approached the Hon'ble High Court and his Writ Petition was disposed in the year 2001 on the ground that he had alternate remedy and it is thereupon he raised the dispute with the Conciliation Officer resulting in to the present reference. Lastly, he submitted that the first party had already attained his age of superannuation in the year 2003 itself and therefore, he may be paid salary arrears from the date of his dismissal till the date he attained the age of superannuation.

9. Whereas, learned Counsel for the management Shri Ramesh Upadhaya in his arguments supported the findings of the enquiry officer and submitted that they are very much supported by valid and cogent reasonings, in turn, supported by sufficient and legal evidence brought during the course of enquiry, that too, not questioned and controverted by the first party and his DR on the ground that he did not wish to contest the case. He submitted that as far as punishment of dismissal is concerned, it was very much proportionate and justified keeping in view the gravity of the misconduct committed by the first party.

10. After having gone through the records, more particularly, the oral and documentary evidence pressed into service by the management during the course of enquiry and the very defence taken by the first party with regard to his absence from duty and the fact that he did not report duty at the transferred place, I find no substance in the arguments advanced for the first party as far as proof of misconduct levelled against him. The facts undisputed are that the first party while was serving at Akol Branch of the management bank, was transferred to Chikkodi branch by

order dated 21st January, 1997 and since he was absenting from duties at Akol branch from 29-1-1997 he was relieved from the said branch in absentia to enable him to join duty at Chikkodi branch. It is not in dispute that the first party did not report duty at Chikkodi branch till he was served with the charge sheet in question. It is not in dispute that the Divisional Office, Belgaum by telegram dated 9-2-1997 advised the first party to report duty at Chikkodi Branch without delay and was further advised so by sending the letter dated 12-3-1997. He was also informed that his absence from duty from 29-1-1997 has been treated as unauthorized absence and his request for modification of transfer order was not considered once again advising him to report for duty at Chikkodi branch without further delay. It is therefore, not disputed that the first party remained absent from duty from 29-1-1997 onwards and failed to report for duty at Chikkodi Branch despite the orders issued by the divisional office advising him to report for duty at Chikkodi branch and that his request for modification of transfer order was not considered. These undisputed facts have been once again reiterated by way of deposition of the management witness during the course of enquiry with the help of documents at Ex. MEX-1 to MEX-16. As could be read from the enquiry findings as well as enquiry proceedings, the first party who participated in the enquiry proceedings taking the assistance of DR did not choose to contest or challenge the oral statement of MW1 and the aforesaid documentary evidence. Therefore, based upon the oral testimony of MW1 and the documents produced by the management speaking to the fact of unauthorized absence of the first party and his disobedience to report for duty at the transferred place, the learned enquiry officer recorded his reasonings and held the first party guilty of the charges. Learned enquiry officer on page 6 onwards of his enquiry report under the heading "Analysis of Evidence and Findings" recorded his reasonings as under :

ANALYSIS OF EVIDENCE AND FINDINGS

The Management has produced one witness and 16 documents marked MEX 1 to MEX 16 and no documents/witness/es have produced on behalf of the CSE.

I have carefully perused/evaluated the evidence tendered by MW1 and the documents produced by the management and the oral submissions made by the CSE before the enquiry.

As per the charge sheet dated 15-10-1997 the issues to be decided are as under :

1. Whether Shri Jaynath G. Joshi disobeyed the lawful and reasonable orders of the management and committed gross misconduct within the meaning of clause No. 19.5 (e) of the Bipartite Settlement.

2. Whether he committed minor misconduct of "absence without leave" in terms of clause No. 19.7 (a) of the Bipartite Settlement.

Regarding Issue No. (1)

The documents produced in the enquiry having relevance to the issue are MEX 1 to MEX 7. It has been brought on record by the evidence of MW1 that the CSE was working as Special Assistant at our Akol Branch and he was transferred to Chikodi branch vide transfer order dated 21-1-1997. The documents MEX 2 and MEX3 identified by MW1 show that the CSE was relieved from Akol branch on 15-2-1997 in absentia. MW1 deposed that the relieving order was sent to the residential address of the CSE under registered AD and that the same was returned by the Postal Department for the reason "not found on two attends and also not claimed" MW1 identified MEX 4, the returned registered cover with AD Card. He also identified MEX 5 to show that a copy of relieving order was also sent to the residential address of the CSE under certificate of posting. On the basis of MEX6, MW1 deposed that vide the said letter DO, Belgaum informed the CSE about his non joining at Chikodi branch on transfer/relieve from Akol branch and advised him to report for duty at Chikodi branch immediately submitting his explanation for not reporting to duties and remaining absent from 29-1-1997. I find from the documents produced before the enquiry that the CSE had made a representation to the management requesting for modification of transfer to Nipani branch and the management has not considered his said request and advised him to join duty at Chikodi branch immediately as communicated to him through MEX7. It has come on record in the enquiry that he has not reported for duty at Chikodi branch inspite of clear instructions of the management and thus disobeyed the lawful and reasonable orders of the management. Since his representation for modification of transfer was not considered by the management, the CSE should have reported for duty at Chikodi branch and made further representations, if any thereafter. Hence the issue No. 1 is answered positively.

The CSE has made a request to me to place his above oral submissions before the Disciplinary Authority. Accordingly I am placing the same before the Disciplinary Authority for his consideration.

Regarding Issue No. 2 :

The documents produced in the enquiry having relevance to the issue are MEX-8 to MEX 12.

It has come on record from the evidence of MW1 that the CSE was absenting from duties at Akol branch since 29-1-1997 and he was relieved to Chikodi branch on 15-2-1997 in absentia. On the basis of MEX 8, MW1 deposed that DO Belgaum the competent leave sanctioning authority informed the CSE about treating of his absence from 29-1-1997 to 30-4-1997 (92 days) as unauthorized. The documents MEX 9 to 12 identified by MW1 show that DO Belgaum has informed the CSE that his absence from 1-5-1997 to 31-5-1997, 1-6-1997 to 30-6-1997, 1-7-1997 to

31-7-1997 and 1-8-1997 to 31-8-1997 have been treated as unauthorized by them with consequent cut in Wages. MW1 deposed that by his above acts the CSE committed minor misconduct of absence without leave. The above evidence of MW1 has gone on records of the enquiry unrebutted since the defence has not cross examined MW1 on this. The CSE in his oral submissions submitted that the second charge against him i.e. minor misconduct of absence without leave under clause No. 19.7 (a) of the BPS is a consequence of the first charge and thus it cannot be called as unauthorized absence; that he is appealing to the DA through the EO to drop the charges against him taking into consideration his past 30 years of service and treat his absence during these period as Extra Ordinary Leave on loss of pay. Since issue No.1 has been answered positively and it has come on record that the competent leave sanctioning authority has already treated his absence for the period as unauthorized, I answer this issue also positively. The oral submissions of the CSE on this issue is placed before the DA for this consideration.

In view of the foregoing, I conclude that charges levelled against Shri Jayanth G. Joshi vide the charge sheet dated 15-10-1997 is proved/established in the enquiry.

11. Therefore, from the reading of the aforesaid reasonings rather the findings of the enquiry officer, it becomes crystal clear that the first party not only failed to report for duty at Chikodi branch on the transfer order dated 21-1-1997 but also remained absent from duty right from 29-1-1997 till he was served with the charge sheet on hand. It can be very well gathered from the findings that the first party was sent with a telegram dated 19-2-1997 by Divisional Officer, Belgaum advising him to report for duty at Chikodi branch vide Ex. MEX-6 and as per Ex. MEX-7 (letter) he was informed that his request for transfer to the Nipani branch has not been considered and he shall report duty at Chikodi branch immediately submitting satisfactory explanation. It is clear from the statement of MW1 that inspite of the above clear instructions, the first party did not report for duty at Chikodi branch and thereby disobeyed the reasonable and lawful orders of the management. From the further statement of MW1, it is again established that the first party has not applied for any leave or remained absent from duty after sanction of the leave on any reasonable much less on medical ground or any other ground. In his oral submission before the enquiry officer what he stated was that he has been suddenly transferred Chikkodi Branch and relieved in absentia and since Chikkodi is beyond 25 Kms of Distance from Akol branch, he cannot be transferred to a place beyond the distance of 25 Kms and therefore, he was forced to stay away from Akol Branch and therefore, it cannot be said that he committed gross misconduct of willful insubordination or disobedience of lawful and reasonable orders of the management. This oral submission of the first party was rightly not considered by the enquiry officer while giving

his findings as no such defence was taken by the first party while seeking modification of transfer order making a request to transfer him at Nipani Branch. This stand of the first party in remaining absent from duty and not reporting for duty at Chikkodi Branch also cannot be considered to be valid and reasonable as under the service conditions he was amenable to transfer to any of the branch of the management bank and his contention that he should not have been transferred beyond the distance of 25 Kms was not in consonance with the service rules of the management bank. As far as the charge of unauthorized absence is concerned the first party went taking different stand at different places. In his claim statement he comes to say that at the time when he was transferred he was on casual leave and he fell sick and reported his sickness to the management on medical ground sending medical certificate along with the letter. In the very same para of the claim statement he came with the different version to say that the enquiry officer did not consider his defence that on account of the sad demise of his father he did not attend the enquiry or did not attend the duty and that he attended duty immediately after the death of his father. At the subsequent para of the claim statement, he contended that it was his specific case that his absence from duty was due to his valid reasons and he kept the management informed about the requirements of the leave. It is not his case that he remained absent from duty after having applied for leave much less leave was sanctioned to him before he proceeded on leave or during the period he was absent from duty till he was served with the charge sheet. Therefore, charge against the first party that he remained absent from duty without sanction of leave much less applying for leave on any ground also has been very much established against the first party. In the result, by no stretch of imagination it cannot be said that the misconduct has not been proved against the first party and the findings of the enquiry officer suffered from any perversity. These findings, as noted above, have been supported by sufficient and legal evidence so also the very stand taken by the first party, in turn supported by cogent and valid reasonings given by the enquiry officer. Therefore, it is to be held that charges of misconduct as levelled against the charge sheet has been proved against the first party.

12. Now, coming to the question of quantum of the punishment. It is not in dispute that the first party had been in the service of the management for about a period of 30 years as on the date he was served with the charge sheet and during the said tenure he served at 12 different places without inviting any complaint against his services and conduct during the course of his service. Therefore, keeping in view the aforesaid facts and also taking into consideration the fact that he had already attained the age of superannuation in the year 2003 itself, it appears to me that ends of justice will be met if the order or dismissal passed against him is converted into the order of

termination of his services from the date of impugned dismissal order itself. Hence the following award :

AWARD

The order of dismissal passed against the first party by the management is hereby replaced by the order one of termination of his service. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 2nd February 2007)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 12 फरवरी, 2007

का.आ. 735.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (संदर्भ संख्या 23/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-2007 को प्राप्त हुआ था।

[सं. एल-12011/33/2002-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 12th February, 2007

S.O. 735.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 23/02 of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Vijaya Bank and their workman, which was received by the Central Government on 12-02-2007.

[No. L-12011/33/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated : 6th February, 2007

PRESENT : SHRI A. R. SIDDIQUI, Presiding Officer

C. R. No. 23/2002

I PARTY

The Secretary,
Vijaya Bank Employees
Federation,
VBEF, 18-22, Byalappa
Building Cubbonpet Main
Road, Bangalore -560022

II PARTY

The Regional Manager,
Vijaya Bank,
Head Office,
M.G. Road,
Bangalore-560001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12011/33/2002-IR (B-II) dated 21st May, 2002 for adjudication on the following schedule :

SCHEDULE

"Whether the management of Vijaya Bank is justified in terminating/discontinuing Shri Siddalinga Swamy from the services is legal and justified ? If not, what relief he is entitled to ?"

2. The first party workman by his claim statement contended that he joined the services of the management bank in the year 1985 as temporary Peon and worked at Besagarahalli Branch, Maddur Taluk, Mandya District till the year 1986 in which year he worked for 84 days. In the year 1988 the management issued a circular dated 19-9-1988 calling for the applications from the Peons who worked for 90 days or more during the period between 1-1-1983 and 30-1-1988 for being considered as regular employee for the post of Peons in the Bank. As per the circular one should have qualification of pass in the 7th Standard and above, but below SSLC and should be in between the age of 18 to 26 years; that as per the said circular the first party was eligible to be considered for the post of permanent peon; that the first party was designated as Permanent Peon and he worked continuously for a period of 240 days in every completed year of service and therefore, his services should not have been discontinued arbitrarily by way of victimization; that the first party worked as temporary peon at Karadihalli branch, Devalapur branch and Kanthapura branch up till 12-9-2000 and when he was working at Karadihalli branch his services were terminated. Therefore, first party contended that the order terminating his services amount to retrenchment and was in violation of the provisions of Section 25F of the ID Act and therefore, he is entitled to be reinstated in service with all consequential benefits.

3. The case of the management in the Counter Statement filed by it on the other hand is that the first party was engaged by the management bank as a temporary peon for a period of 84 days during the year 1985-86 at Besagarahalli Branch and he worked for about a period of 115 days during the year 1985-86 at Kowdle branch and worked totally for a period of 643 days during 1995-1997. He worked Devalapur branch for a period of 74 days during 1998, for a period of 65 days during 1998 at Kanthapura branch and for a period of 75 days at Karadahali branch during the year 2000; that based on the aforesaid circular, the first party submitted his application mentioning his date of birth as 18-8-1958 and therefore, he was above 26 years of age on the date of his initial engagement as a temporary peon. Therefore, he was not considered for empanelment as per the above said circular dated

19-8-1988. Thereupon, certain representations were made by the Vijaya Bank Employees Federation on behalf of the first party stating that he had worked for a period of more than 90 days between 1985-1988 but his name was not empanelled and as per the aforesaid representations made from time to time the relief asked for by the union was for absorption of services of the first party as permanent employee. Similar was the relief asked for by the union during the Conciliation Proceedings but the reference was made to his tribunal with regard to the alleged illegal termination of services of the first party and therefore, the reference itself is bad not based upon the point in controversy between the parties. The management further contended that the first party was engaged intermittently as a temporary peon at different branches of the bank since 1985 and the request made on his behalf by the Union for absorption of his services was not considered as he was not eligible as per the guidelines mentioned in the above said circular incorporated into the Bipartite Settlement thereafter. The management contended that as per the very case of the Union the first party has not worked in any branch during the year 1999 and he did not work for a period of 240 days during the period of 12 calendar months preceding the date with reference to which calculation has to be made. Therefore, in short the contention of the management was that in no calendar year the first party work for a period of 240 days and more and therefore, there was no question of any retrenchment as defined under Section 2 (oo) of the ID Act or violation of the provisions of Section 25F of the ID Act. In the result, the management requested this tribunal to reject the reference.

4. During the course of trial, the management examined one Mr. K. Venkappa Rai, said to be working as Branch Manager, Karadahalli and in his affidavit he just repeated the various contentions taken by the management in the Counter statement. In his further examination chief he stated that the first party worked for 75 days from July to September 2000 on contract basis and did not work for 240 days in any calendar year continuously. Then he got marked 12 documents at Ex. M1 to M12 on behalf of the management. In his cross examination nothing worth was elicited so as to shake the testimony of MW1 on the averments made by him in his affidavit, in turn supporting the contentions taken by the management in the counter Statement. However, in his cross examination the first party produced Xerox copies of 23 monthly statements marked at Ex. W1 Series and a suggestion was made to MW1 that as per the said statement the first party has worked continuously for 240 days and more in a particular calendar year. This suggestion was denied by MW1.

5. As a rebuttal, the first party workman filed his affidavit evidence by way of examination chief and in his further examination chief produced 5 documents namely, the original pass book, two certificates, quarterly statements and attendance register Xerox copies which

were marked at Ex. W1 to W5 respectively (ought to have been marked at Ex. W2 to W6). In his cross examination it was elicited that he joined the services of Besagarahalli Branch in the year 1984 as a temporary worker without any appointment order in writing. He had given his application to bring his name on panel of temporary peons as per the circular of the year 1988 and in his application he gave his date of birth as 18-8-1958 vide Ex. M2 (a) in Ex. M2. He admitted that he was not working in any of the branch of the management as on the date he submitted his application at Ex. M2 (submitted in the year 1997). It was elicited that he was not aware of the application being rejected by the management on the ground of overage. He admitted that he did not work with any branch from 1986 to 1995 and he worked with Karadahalli Branch of the management from 21-8-1995 to 31-8-1998. It was further elicited that from 1-9-1997 he has not worked with any branch of the management Bank and that he had given another application to the bank on 28-6-2000 as per Ex. M6 seeking the job and on his application he was again taken into service at Karadahalli Branch where he worked for 24 days (ought to have been 75 days) in the year 2000. He denied the suggestion that in no calendar year he worked continuously for a period of 240 days and more.

Learned counsel for the management shri HSH argued that as per the very admissions made by the first party, he has not worked for a period of 240 days and more in any calendar year immediately preceding the date of his alleged termination. He submitted that though the first party was in the service of the management bank at different branches from the year 1985 onwards intermittently, he never worked continuously for a period of 240 days and more in any calendar year. He contended that undisputedly, the first party did not work with the management bank from 1997 onwards and he worked only for a period of 75 days in the year 2000 being engaged by the management bank on his fresh application at Ex. M6 and therefore, question of any retrenchment as defined under Section 2 (oo) of the ID Act or violation of Section 25F of the ID Act does not arise. He contended that in fact as per the dispute raised by the first party union before the conciliation officer, the relief asked for was absorption of his services in the light of the aforesaid circular of the year 1988 on the ground that he completed service of 90 days in between the year 1983-1988 and whereas, the dispute which has been referred to this tribunal by way of reference is one of illegal termination. He submitted that the request of the first party and his union to put him on panel as per the above said circular could not be considered, he being ineligible as he was above the age of 26 years on the date he was initially engaged by the management as a temporary peon which fact also has been admitted by the first party himself in his cross examination.

7. Whereas, learned Counsel for the first party Shri BDK vehemently argued that between the years

1995—1997 the first party has been in continuous service of the management bank with different branches and has worked for a period of 240 days and more in each calendar year, he took support of the above said 23 monthly statements marked before this tribunal at Ex. W1 series and the documents at Ex. W2 to W6 already referred to supra in this regard. He submitted that though the first party worked only for a period of 75 days during the year 2000 before his services were terminated, the services rendered by him during the period from 1995 to 1997 could not have been ignored and since have been ignored and his services have been terminated, it is a clear cut case of retrenchment as defined under Section 2 (oo) of the ID Act and in the result, it is a case of illegal termination there being no compliance of Section 25F of the ID Act. Learned Counsel for the first party did not argue on the point as to whether his application for the purpose of empanelment to a regular post was not considered by the management in contravention of the guidelines given in the aforesaid circular of the year 1988.

8. After having gone through the records I find much substance in the arguments advanced for the Second Party. Now, it is well settled principle of law that in order to hold the termination illegal in respect of temporary workers it becomes incumbent on the part of the first party workman to substantiate before this tribunal that he worked continuously for a period of 240 days and more in a calendar year immediately preceding the date of his alleged termination. In this case undisputedly his services have come to be terminated w.e.f. 12-9-2000. Now, therefore, the question to be considered would be whether the first party was in the service of the management for the period of 240 days and more before 12-9-2000. As per the oral and documentary evidence brought on record it is not to be disputed that the first party initially joined the services of the management bank somewhere in the year 1984-85 and worked for a period of 84 days during 1985-86 at Besagarahalli Branch and for a period of 115 days during the very same year at Kowdle Branch and in between the period from 1995—97 he worked for a total period of 643 days. Once again he worked for a period of 74 days during 1998 at Devalapura Branch and for a period of 65 days at Kanthapura Branch in the same year and then worked for a period of 75 days at Karadahalli Branch in the year 2000. As seen above, the first party in his cross examination in no uncertain words has admitted that he did not work with any of the branch of the management bank between 1986—1995 and that he worked with Karadahalli Branch between 21-8-1995 and 31-8-1998. He also admitted that from 1-9-1997 he has never worked with any of the branch of the management bank. He admitted that in the year 2000 he made an application dated 28-6-2000 as per Ex. M6 seeking the job and on the basis of the said application he was allowed to work at Karadahalli Branch and then he worked in the said branch for a period of 75 days in the year

2000. Therefore, there is no dispute on the fact that the first party never worked with any of the branch of the management bank from 1-9-1997 till he resumed his job afresh with the management bank in the year 2000 and worked with the above said Karadahalli Branch of the management bank only for a period of 75 days. This fact further has been proved by the management by producing the three monthly bills marked before this tribunal at Ex. M8 to Ex. M10. As per Ex. M8 the first party worked for the month of July 2000, as per Ex. M9 he worked for the month of August 2000, each for 30 days and then he worked only for 13 days in the month of September 2000 as per Ex. M10. This position on the facts infact has not been Challenged and disputed by the learned counsel or the first party during the course of his arguments but his submission was to the effect that when the first party worked for a period of 240 days and more in each calendar year in between 1995 and 1997 which fact has not been disputed by the management, then he is entitled to the benefits of Section 2 (oo) read with Section 25F of the ID Act, it being a case of retrenchment and illegal termination. I am not inclined to accept his above said submission. The condition precedent in order to invoke the above said provisions of the ID Act so as to hold the termination illegal as already noted above, is that the first party must have worked for a continuous period of 240 days and more immediately preceding the date of his alleged termination. In the instant case undisputedly, he worked hardly for a period of 74 or 75 days in the year 2000 before his services came to be terminated. As per the very admissions of the first party, he never worked with the management bank from 1997 till he was engaged by the management Bank at Karadahalli branch in the month of July 2000. Therefore, when the first party was out of the service of the management for a period of more than 3 years before he was afresh taken in service on temporary basis in the month of July 2000, he cannot take advantage of the aforesaid provisions of ID Act so as to contend that his termination was retrenchment as defined under Section 2 (oo) of the ID Act and that it was a case of illegal termination there being no compliance of Section 25 F of the ID Act. It may be that the first party was in the service of the management bank for a period of about 15 years intermittently, but it was on temporary basis well known to the first party himself.

9. Now, coming to the question of this grievance that he was through eligible to be considered for the post of permanent peon as per the circular of the year 1988, his case was not considered. It was rightly argued for the management that it is not a question to be considered by this tribunal in the first instance for the reason that it is not as per the reference schedule noted above. Even otherwise, as has come in the very evidence brought on record, the first party when submitted his application for the above said purpose he had given his date of birth as 18-8-1958. Therefore, in the year 1984 or 1985 when he is said to have

joined the services of the management for the first time, he was undisputedly, crossed the age of 26 years which was one of the important qualification required for the purpose of he being considered as permanent employee of the bank as per the above said circular. Therefore, as contended for the management when he did not fulfill the above said requirement of age, his case was rightly not considered by the management and in the result, he cannot have any grouse against the management in that behalf. In the result, for the foregoing reasons, I find no substance in the case of the first party and in the result, reference is liable to be rejected. Hence the following award :

AWARD

The reference stands dismissed. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 6th February 2007)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 13 फरवरी, 2007

का.आ. 736.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोंकण रेलवे कोरपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, रत्नागिरी के पंचाट (संदर्भ संख्या 10/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-2007 को प्राप्त हुआ था।

[सं. एल-41012/2/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th February, 2007

S.O. 736.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 & 1947), the Central Government hereby publishes the award (Ref. No. 10/2000) of the Labour Court, Ratnagiri as shown in the Annexure, in the industrial dispute between the management of Konkan Railway Corporation Ltd. and their workmen, received by the Central Government on 13-2-2007.

[No. L-41012/2/2000-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI A.S. MAHATME, PRESIDING OFFICER, LABOUR COURT AT RATNAGIRI

(Reference (IDA) No. 10/2000

BETWEEN

M/s. Konkan Railway Corporation Ltd., ..First Party
Ratnagiri

AND

Shri Avdhut Krishna Kanavaje,
Post-Lanja (Kanavajewadi),

Tal. & Distt. Ratnagiri ..Second Party
Coram : Shri A.S. Mahatme, Presiding Officer
Advocates : Shri K. Jayasimhan, Representative for first Party.
Shri B. D. Manolkar, Advocate for Second Party.

AWARD

[Dated : 07-2-2007]

Both parties to the reference have settled the dispute outside the Court and have filed terms of settlement at Ex. U-35. In view of the settlement in between the parties the reference is disposed off. terms of settlement by parties Ex. U-35 shall form part of the award. No order as to costs.

Date : 7-2-2007 A. S. MAHATME, Presiding Officer
Ratnagiri

नई दिल्ली, 13 फरवरी, 2007

का.आ. 737.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, मुम्बई के पंचाट (संदर्भ संख्या 09/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-2007 को प्राप्त हुआ था।

[सं. एल-41011/13/2003-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 13th February, 2007

S.O. 737.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the award (Ref. No. 09/2004) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Mumbai as shown in the Annexure, in the industrial dispute between the management of Central Railway and their workmen, received by the Central Government on 13-02-2007.

[No. L-41011/13/2003-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

PRESENT

Justice Ghanshyam Dass

Presiding Officer

Reference No. CGIT-09 of 2004

PARTIES: Employers in relation to the management of Central Railway.

And

Their workmen

APPEARANCES :

For the Management : Mr. M. Sahani
 for the Union : Mr. A. B. Mishra, President of
 Indian Rly. Staff Association
 State : Maharashtra
 Mumbai dated the 24th day of January, 2007*

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section 1 of Section 10 of the Industrial Disputes Act 1947 (the Act for short) vide 'Government of India, Ministry of Labour, New Delhi Order No. L-41011/13/2003/IR(B-I) dated 16-01-2004. The terms of reference given in the schedule are as follows :

"Whether the action of the management of Central Railway, Mumbai did not allow to appear in the written test to 22 Nos. of employees as well as starting the recovery of wages from salary of 51 employees is justified and legal? If not, what relief is entitled to workmen?"

2. The reference is related to two demands. Firstly, non-consideration of 22 workmen in the written test for promotion and Secondly, regarding recovery of wages from the salary of 51 employees. Regarding the first demand, the matter is not in dispute since not pressed by the employees being already considered for the promotion and postings as well. The dispute remains only with respect to the recovery of wages.

3. The concerned employees of Central Railway, Mumbai (hereinafter referred to as workmen) and Central Railway (hereinafter referred to Management) were working as Khalasis, Helpers in the pay scale of Rs. 800-1150, 2650-4000 (RSRP) under Mumbai Division of Central Railway as on 1-9-1998. The Railway Board, New Delhi pursuant to recommendation No. 54.23 of Vth Central Pay Commission issued an order dt. 28-9-1998 (Annexure 4) of the statement of claim upgrading 50% post in scale of 2550-3200 and 2650-4000 to the scale of pay Rs. 3050-4590 (RSRP). The workmen were accordingly given the benefit of the aforesaid Board's letter vide order dt. 19-1-2000 (Annexure-A-5) to the Statement of claim making it effective from 1-9-1998 with a clear mention that the workmen would be entitled to fixation of pay and arrears with effect from 1-9-1998 and as such they were given the benefit for fixation of pay and arrears. The workmen continued to draw their pay accordingly w.e.f. 1-9-1998 in view of the order dt. 19-1-2000. The controversy arose when the Management issued the notification dt. 09-11-2001 (Annexure A-7) to the statement of claim for filling up the vacancies of Junior Engineer-II against 25% quota and the workmen applied for its but they were declared ineligible on the pretext that they has not completed three years of service on 31-10-2001. Consequently, strike notice dt. 4-3-2002 (Annexure

A-9) was served upon the Management contending that they had completed three years of service since they were promoted with retrospective effect w.e.f. 1-9-1998. The said notice was received by the Office of the Regional Labour Commissioner (Central) Mumbai on 6-3-2002. Thus, the conciliation proceedings started on 6-3-2002 within the scope of Section 20(1) of the Industrial Dispute Act 1947. The concerned Asstt. Labour Commissioner issued notice dt. 20-3-2002 under Section 12 of the Industrial Dispute Act which was replied by the Management. The conciliation failed and the concerned Conciliation Officer submitted its report vide letter dt. 26-6-2002. However, during the pendency of the conciliation proceedings, the management with intention to legalize their action, issued letter dt. 28-5-2002 (Annexure A-3) to the statement of claim and on that basis re-fixed the pay of the workmen and started recovery of alleged over payment without issuing any notice to show cause or an opportunity of hearing to the workmen and thus violated the mandatory provisions of Section 33(1)(a) of the Act. The Management has done the recovery of alleged over payment of wages in easy installments. The contention of the workmen is that letter dt. 28-9-98, issued by the Railway Board, makes it crystal clear leaving no room for any doubt and accordingly the management rightly issued the order dt. 19-1-2000 for implementation of the aforesaid order actually and as such implement it by fixation of pay, and making payment of arrears. The order of the management for re-fixation of pay and recovery of the alleged over payment is altogether illegal being in violation to the settled principle of natural justice and violation of Section 33(1)(a) of the Industrial Dispute Act.

4. The Management has contended that the employees under the reference are not workmen within the meaning of Section 2(s) of the Industrial Dispute Act and that no dispute exist within the definition of Section 2(k) of the I. D. act. It further contended that on a persual of the Railway Boards letter dt. 28-9-1998 the eligible staff would be placed in the grade of Rs. 3050-4590 only after successfully undergoing the procedure indicated in para 6. Thus, the workmen would be eligible for promotion in newly created grade only after passing the trade test. However, the order dt. 19-1-2000 was wrongly passed by the management thereby wrongly mentioning "they are eligible for fixation of pay and arrears of payment w.e.f. 01-09-1998". The validity of the circular dt. 28-09-1998 is not being challenged nor has been declared as "Unconstitutional or arbitrary and it has a binding effect. It is submitted that the Railway Boards circular dt. 28-9-1998 clearly provides that "staff selected and posted against the higher grade posts as a result of introduction of higher sale will have their pay fixed under rule 1313 [R-II]/FR-22-1(a)1] with the usual option for pay fixation as per extant instruction." Further, Rule 1313 of IREC Vol. II clearly provides that employee will get salary of new post only

when appointed to the new post involves the assumption of duties or responsibilities of greater importance. The promoted employees had carried out the duties and responsibility of higher post only after promotion order dt. 9-1-2000. Hence, their claim of areas with retrospective effect is not tenable.

5. In view of the pleadings of the parties, the following issues were framed :

- (i) Whether the management proves that the employees concerned in dispute are not workmen within the meaning of Sec. 2(s) of Industrial Dispute Act ?
- (ii) Whether the management proves that the present dispute is not an industrial dispute within the meaning of Section 2(k) of Industrial Dispute Act?"
- (iii) Whether the Union proves that the management is not justified in changing date of promotion of the workmen from 1-9-98 to 19-1-2000 by order dt. 28-5-2002 (Annexure A-3 of statement of claim)?
- (iv) Whether management is justified in making recoveries from the pay of workmen pursuant to order dt. 20-5-2002.
- (v) Whether the management of justified in making in-eligible 22 workmen for appearing in the selection to post of junior engineer-II (now infructuous)
- (vi) if not, to what relief the workmen are entitled to?

6. The workmen filed the affidavit of Shri Vinod Kumar Mishra in lieu of his examination in chief in support of the please of the workmen. He has been cross examined by the learned counsel for the management.

7. The management filed the affidavit of Shri G. V. Jagtap, Divisional Personnel Officer, in lieu of his examination in chief in support of the written statement. He has been cross examined by Mr. A. B. Mishra, a representative of the workmen.

8. I have heard the parties and gone through the record including the written submissions.

9. Findings :

Issue No. (i) & (ii) : No evidence has been led by the management on these point nor anything in being submitted in the written submissions. The workmen are performing the duties mainly maintenance and report of electric locomotive in the capacity of technician under supervision of Senior Section Engineer and they are not supervisors or managers as admitted by management witness. Hence, there is nothing to show that they are not the workmen under Section 2(s) of the Industrial Dispute Act. There is nothing on record to show that the present dispute is not a dispute under Section 2(k) of the Industrial Dispute Act.

9A. Issue No. (iii) and (iv) : The facts are not in dispute. The documents are being filed by the workmen as annexures to the statement of claim itself. No documents is filed thereafter. The evidence of Mr. Mishra is there is support of the statement of claim. The contents of the documents are not in dispute. The question is only for interpretation of the document. Admittedly, the promotion order dt. 19-1-2000 was passed by the management making it effective w.e.f. 1-9-1998 to comply with the Railway Boards circular dt. 28-9-98. Admittedly, the date of promotion was changed vide letter dt. 28-5-2002 whereby the reduction in pay was made and the order was passed for recovery of the over payment. Admittedly, this order was passed without any show cause notice or information to the workmen during the pendency of the conciliation proceedings which would be deemed under the law to have commenced on the date of receipt of the strike notice by the Asstt. Labour Commissioner concerned on 6-3-2002 under Section 20(1) of the I.D. Act. The payment to the workmen was made for no fault of theirs and thus the recovery was made for no fault of theirs. No clarification whatsoever was sought by the management from Railway Board.

10. The interpretation of the Railway Board circular dt. 28-9-1998 was done by none else but by the management. It cannot blame anybody for its interpretation or implementation. The order dt. 19-1-2000 was passed by the management for implementation of the aforesaid order wherein it was categorically mentioned that the promotion would be effective w.e.f. 28-9-98. Thus, the workmen did not come in picture. The workmen were accordingly fixed pay scales and were paid the areas. Thereafter, the vacancies were advertised for senior category to which the workmen applied. This gave rise to controversy. The workmen declared ineligible on the ground that they have not completed three years of service. The workmen contended that they have completed the service of three years since they have been promoted w.e.f. 28-9-1998. In this background, the notice of strike was issued by the workmen which was received by the concerned Asstt. Labour Commissioner on 6-3-2002. The conciliation proceedings remained pending till 26-6-2002 when it failed. During the pendency of the conciliation proceedings, the order dt. 28-5-2002 had been passed thereby revising the fixation of pay and passing order for recovery of arrears. This order, to my mind suffers from the basic principle of natural justice since no show cause notice at all nor any opportunity of hearing was given to the workmen for it. Further, this order is illegal being strictly in violation of Section 33 of the I. D. Act since it was passed during the pendency of the conciliation proceedings. The management should not have acted in that fashion in view of the law laid down by the Hon'ble Supreme Court in the case reported in 1994 Supreme Court cases (LLS) 1320, Bhagwan Shukla Union of India. Hence, the order of reduction of pay alleged to

have been passed on the ground of wrong fixation of pay is liable to be quashed for violation of principle of natural justice since no opportunity of hearing was accorded by the management before passing of that order for reduction and recovery. In view of the law laid down in a case of Standard Chartered Grindlays Bank Ltd. vs. Govind Bhopale 2003 (2) Mh. L.J. 944 the provisions of Section 33(1) (a) and (b) and S. 33(3) of the I.D. Act are mandatory for employer and no adverse order can be passed during the pendency of the industrial dispute. In the case in hand the conciliation proceedings were very much binding on the date of the passing of the order dt. 28-5-2002, within the provisions of Section 20(1) of the I. D. Act and hence, such an order is bad being in violation to the provisions of Section 33(1) and (2) of the Act. The contention of the management that the workmen could be granted promotion only after under going and passing prescribed trade test have got no merits since it was for the management to have considered this aspect prior to passing the order dt. 19-1-2000 for implementation of the order dt. 28-9-1998, clearly making it effective w.e.f. 28-9-1998. The ruling relief upon by the learned counsel for the management in a case of Union of India vs. P. O. Abraham and others in Civil Appeal No. 8904/1994 before the Hon'ble Supreme Court of India is not helpful to the management on the fact and circumstances of the case. The contention of the management that the workmen were not entitled to fixation of pay w.e.f. 28-9-98 since they did not shoulder the duties and responsibilities of the higher post is not acceptable at present. It may also be mentioned that the management did not are to seek any clarification from the Railway Board in this respect. It acted according to its own whims as suited to it from time to time.

11. Keeping in mind the entire record and the discussion made above, I conclude that the management is not justified in changing the date of promotion of the workmen and it is further not justified in making recoveries pursuant to the order dated 20-5-2002.

12. Issue No. (v) : This issue has become redundant in view of the fact that the process of selection is already over and the workmen have already been considered for the same.

13. Issue No. (vi) : in view of the aforesaid findings, it is held that the action of the management in making recoveries of the wages from the salary of the workmen is not justified and they are entitled to get it back immediately. The other part of the reference is dismissed being redundant.

An award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer.

नई दिल्ली, 15 फरवरी, 2007

का.आ. 738.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वेस्टर्न

इंडिया शिपयार्ड लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/84/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-02-2007 को प्राप्त हुआ था।

[सं. एल.-36011/15/2004-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 15th February, 2007

S.O. 738.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award Ref. No. 2/84/2005 of the Central Government Industrial Tribunal-cum-labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of M/s. Western India Shipyard Ltd., and their workmen, received by the Central Government on 15-02-2007.

[No. L-36011/15/2004-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI**

PRESENT

A. A. Lad

Presiding Officer

Reference NO. CGIT-2/84 of 2005

**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF**

WESTERN INDIA SHIPYARD LIMITED

The Managing Director

M/s. Western India Shipyard Ltd.

Mormugao Harbour,

Mormugao

Goa 403 803

AND

Their Workmen

The President

Goa Trade & Commercial Workers Union

Velho's building, 2nd floor

Opp. Municipal garden

Panaji

Goa-403 001.

APPEARANCES:

For the Employer

: Mr. R. N. Shah

Advocate

For the workman : Mr. Suhaas Naik
Representative
Date of passing of Award : 24th January, 2007

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-3601/1/15/2004/TR(B-II) dated 02-06-2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Western India Shipyard Ltd., Goa in not implementing the Memorandum of settlement dated 5-4-2004 is justified? Whether the claim of management that the Goa Trade & Commercial Worker's Union has violated the terms of the Settlement dated 5-4-2004 is correct? Yes, to what relief the workmen/Management are entitled for and what direction is necessary in the matter?"

2. Shri Suhaas Naik Representative of second party submit that, the dispute involved in the reference is settled out of Court. Relying on it I proceed to pass following Order

ORDER

Reference is disposed of as settled out of court.

Dated : 24-01-2007 A. A. LAD, Presiding Officer

नई दिल्ली, 15 फरवरी, 2007

का.आ. 739.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भाग 17 के अनुसार में, केन्द्रिय सरकार देना बैंक के प्रबंधन के सहित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि करण/श्रम व्याधान्य नं. 2, मुम्बई के संघाट (संदर्भ सं. 2/24/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार का 15-02-2007 को प्राप्त हुआ था।

[स. एल. 12012/191/2002-आई आर (बी-II)]

राजिन्द्र कुमार डेस्क अधिकारी

New Delhi, the 15th February, 2007

S.O. 739.—In pursuance of Section 17 of the Industrial Dispute Acts, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/24/2003) of the Central Government Indus. Tribunal-cum-Laour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Dena Bank, and their workmen, received by the Cental Government on 15-02-2007.

[No.L-12012/191/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2,
AT MUMBAI**

Present : A. A. LAD
Presiding Officer

Reference NO. CGIT-2/24 of 2003
**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF DENA BANK**

The Chief Manager,
Dena Bank, Mumbai City Regional Office,
Dena Bank Building No. 1, 2nd floor,
11, Horniman Circle, Fort,
Mumbai 400023.

AND

Their Workmen

Mr. Marun Shivram Jagtap,
Chaskar Dangle Plot, Dangle Chawl,
Behind Dande Ration Shop,
Buldharti Colony,
Gandhar Mumbai 400071.

APPEARANCE:

For the Employer : Ms. Nandini Menon
Advocate

For the Workman : Absent

Date of passing of Award : 24th January, 2007

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-12012/191/2002/TR(B-II) dated 17-03-2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Dena Bank, Mumbai City Regional Office, Mumbai to dismiss Shri M. S. Jagtap from service vide order dated 30-12-1999 is justified? If not, what relief the workman, Shri M. S. Jagtap is entitled to?"

2. Though notices were served on second party, however second party is not appearing from 2003. It reveals that, second party is not interested in pursuing the reference. Even number of notices sent returned back unserved which lead me to pass the following order :

ORDER

Reference is disposed of for want of prosecution.

Dated : 24-01-2007 A. A. LAD, Presiding Officer

नई दिल्ली, 15 फरवरी, 2007

का.आ. 740.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार असिस्टेंट इंजीनियर, रेलवे इलैक्ट्रिफिकेशन के प्रबंधन के संबंध में निर्यात और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/49/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-2-2007 को प्राप्त हुआ था।

[सं. एल.-40012/222/91-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 15th February, 2007

S.O. 740.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/49/2002) of the Central Government Industrial Tribunal-cum-labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Assistant Engineer, Railway Electrification and their workman, which was received by the Central Government on 15-2-2007.

[No.L-40012/222/91-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR.**

Case No. CGIT/NGP/49/2002 Date : 25-01-2007

Petitioner/ : **Shri Mukru Maroti Padke,**
Party No. 1 R/o Mithur, Post Navegaon
Pandav, Tah. Nagbhir,
Distt. Chandrapur [M.S.]

Versus

Respondent/ : **The Assistant Engineer, R.E.**
Party No. 2 Akola-444 001 [M.S.]

AWARD

[Dated : 25th January, 2007]

1. The Central Government after satisfying the existence of disputes between Shri Mukru Maroti Padke, R/o Mithur, Post Navegaon Pandav, Tah. Nagbhir, Distt. Chandrapur [M.S.] Party No. 1 and The Assistant Engineer, R.E., Akola Party No. 2 referred the same for adjudication to this Tribunal *vide* its Letter No. L-40012/222/91-IR(DU) Dtd. 25-6-1992 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 [14 of 1947] with the following schedule.

2. "Whether the action of the Management of Assistant Engineer, R.E., Akola in terminating the services

of Shri Mukru Maroti is justified? If not, to what relief he is entitled to?"

3. The reference came for hearing today on 25-1-2007. The petitioner is absent, though the case is fixed for cross-examination of the management. In fact the petitioner is absent from longtime and he has not even filed any Affidavit and adduced the Evidence in support of his claim. He is not attending the court right from 24-8-2004 i.e. the date on which the case was fixed for adducing the Evidence by way of Affidavit. Till the date he has not filed it. Finally the Respondent has filed an Affidavit and offered his officer for Cross-Examination. However, the petitioner is absent and since he is not attending the court the case will have to be dismissed for his default. In such circumstances the reference stands as dismissed for the default of the petitioner.

Hence this award.

Dated : 25-1-2007 A. N. YADAV, Presiding Officer

नई दिल्ली, 15 फरवरी, 2007

का.आ. 741.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिटेन्डेंट ऑफ पोस्ट ऑफिस के प्रबंधन के संबंध में निर्यात और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/94/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-2-2007 को प्राप्त हुआ था।

[सं. एल.-40012/132/90-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 15th February, 2007

S.O. 741.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/94/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Supdt. of Post Office and their workmen, which was received by the Central Government on 15-2-2007.

[No. L-40012/132/90-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/94/2003 Date : 02-02-2007

Petitioner/ : **Shri Arun B. Kshirsagar,**
Party No. 1 Dr. Ambedkar Marg, S.O., R/o
C/o Shri Gaganan Govindrao
Bhoskar, Near Hanuman
Mandir, Rameshwari,
Nagpur-440 027 (M.S.)

Versus

Respondent/ : Sr. Supdt. of Post Offices,
Party No. 2 City Division, Nagpur-440 001.

AWARD

Dated : 2nd February, 2007

1. The Central Government after satisfying the existence of disputes between Shri Arun B. Kshirsagar Dr. Ambedkar Marg, S. O., R/o C/o Shri Gaganan Govindrao Bhoskar, Near Hanuman Mandir, Rameshwari, Nagpur-440 027 (M.S.) Party No. 1 and Sr. Supdt. of Post Offices, City Division, Nagpur-440 001 Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-40012/132/90-IR(DU) dated 24-01-1991 under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Management of Sr. Supdt. of Post Office, City Division, Nagpur in terminating the services of Shri Arun Bajirao Kashirsagar is justified? If not, what relief the workman is entitled to?"

3. It appears that the case was pending before C.G.I.T. Jabalpur and it was transferred to this court consequent upon the establishment of it. It was pending before C.G.I.T. Jabalpur for filing an Affidavit. On transfer the notices were issued to the parties, however, nobody appeared on behalf of the petitioner the petitioner did not attend the court right from 30-8-2005 i.e. after transfer to this court. The case was fixed for filing the affidavit i.e. adducing the evidence. The petitioner did not file it and adduced any evidence in support of his claim. On behalf of the management its counsel appeared, however, the petitioner remained absent and no evidence is adduced by him. I do not think it proper to continue the case though the petitioner is not taking interest. Hence it is dismissed for default of the petitioner.

Hence this award.

Dated : 2-2-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 15 फरवरी, 2007

का.आ. 742. - औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फ्लैग आफिसर कमांडिंग इन चीफ, वेस्टर्न नेवल कमांड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/203 ऑफ 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-2-2007 को प्राप्त हुआ था।

[सं. एल.-14011/8/99-आई आर (डी यू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 15th February, 2007

S.O. 742.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the award (Ref. No. CGIT-2/203 of 99) of the Central Government Industrial Tribunal-cum-Laour Court No. II, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Flag Officer Commanding-in-Chief, Western Naval Command and their workmen, which was received by the Cental Government on 15-2-2007.

[No. L-14011/8/99-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI****PRESENT**

A. A. LAD, Presiding Officer

Reference No. CGIT-2/203 of 1999

Employers in relation to the Management of :

- (1) Naval Public School
- (2) Western Naval Command
1. The Commanding Officer
Chairman
Naval Public School
INS Agnibahu
C/o. Fleet Mail Office
Mumbai-400 023.
2. The Flag Officer Commanding-in-Chief
Western Naval Command
Bhagat Singh Road
Mumbai-400 023

And

Their Workmen

The General Secretary
Indian Naval Employees Union
12/14, Rajgir Chambers,
Room No. 60, 7th Floor
Shahid Bhagat Singh Road
Opp. Old Custom House
Mumbai-400 023.

APPEARANCES:

For the Employer : Mr. B. D. Birajdar Advocate

For the Workman : Absent.

Date of passing of Award : 23rd January, 2007.

AWARD

1. The Central Government, Ministry of Labour by its Order No. L-14011/8/99-IR(DU) dated 21-10-1999 in

exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Flag Officer Commanding-in-Chief, Western Naval Command in terminating the services of Sh. Srinivas Rao, Safaiwala of Naval Public School w.e.f. 19-2-1998 is legal and justified ? If not, what relief the workman is entitled to?”

2. To support the subject matter referred in the reference Claim Statement is filed at Ex-6 by Secretary of the Indian Naval Employees Union stating that workman Shri Srinivas Rao was appointed as a Safaiwala in the Naval Public School from 1-8-95. He worked from 1-8-95 to 19-2-98 and was terminated from 19-2-98 on the ground of unsatisfactory performance. So he approached the union who agitated his issues before RLC (C) as no result was in favour of workman, dispute was referred.

3. Though he was appointed by the first party he was also asked to do extra duty. When he complained about it, it was not tolerated and action was taken which is not just and proper. The allegation of misconduct was given. However without holding enquiry and leading evidence action was taken of termination. So it is prayed that said action be declared illegal and be reinstated with benefit of back wages w.e.f. 1995 to 1998.

4. This is objected by first party by filing reply Ex-8 stating that appropriate Government of the first party is State Government and not Central Government. It is further stated that First party is a Private School and Governed by Rules of MEPS Act and cannot be covered under Industrial Disputes Act. It is further stated that union has no locus standi to represent workman. It is denied that workman was terminated after following due provisions of law and action taken by first party which is just and proper. Charges of misbehaviour, unsatisfactory work and discordance were leveled against concerned workman and relying on the documents, action was taken. So it is submitted that reference does not subsist.

5. In view of above pleadings my Learned Predecessor framed issues at Ex-11 which are answered against it as follows :

- | | |
|--|-----|
| (i) Whether the reference is maintainable as averred in W.S. para 2, 3 & 4? | No |
| (ii) Whether the domestic inquiry held against the workman was as per the principles of natural justice? | Yes |
| (iii) Whether the findings of the inquiry officer are perverse? | No |
| (iv) Whether the action of the management of Flag Officer Commanding-in-Chief, | |

Western Naval Command in terminating the services of Sh. Srinivas Rao, Safaiwala of Naval Public School w.e.f. 19-2-98 is legal and proper? Yes

- (v) What relief the workman is entitled to? Does not survive.

Reasons 1 to 5

6. It is pertinent to note that, Union has not attended the case since long. Sufficient opportunity was given to the Union but did not participate in the reference. It reveals that, Union is not interested in the reference. In the absence of evidence I answer above issues and conclude reference not maintainable. Moreover employee involved in the reference is employee of school. The contention taken by First party that, MEPS Act is applicable to the workman employed in the school is not disturbed by the Union so I am of the will that, in the light of stand taken by the first party that, MEPS Act is applicable, this Tribunal has no jurisdiction and second party cannot agitate the dispute before this court. Hence the order :

ORDER

Reference is rejected with no order as to its cost.

Date : 23-01-2007

A. A. LAD, Presiding Officer

नई दिल्ली, 15 फरवरी, 2007

का.आ. 743.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबंध निर्यातकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 218/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-02-2007 को प्राप्त हुआ था।

[सं. एल-22012/588/1999-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 15th February, 2007

S.O. 743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the award (Ref. No. 218/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of WCL and their workmen, which was received by the Central Government on 15-2-2007.

[No. L-22012/588/1999-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/218/2000

Date : 6-2-2007

Petitioner/ Party No. 1 : Ku. Chhaya Pyare Lal Sisodia, through
The General Secretary, B.K.K.M.S., (BMS),
P. O. Parasia, Distt. Chhindwara (MP)
Chhindwara,

Versus

Respondent : Party No. 2 : The Manager, Damua Colliery of WCL,
PO : Damua, Distt. Chhindwara (MP)
Damua.

AWARD

(Dated : 6th February, 2007)

1. The Central Government after satisfying the existence of disputes between Ku. Chhaya Sisodia D/o Pyarelal Sisodia, through the General Secretary, BKKMS, (BMS), P.O. Parasia, Distt. Chhindwara (M.P.) Chhindwara Party No. 1 and the Manager, Damua Colliery of WCL, P.O.: Damua, Distt. Chhindwara (M.P.) Damua Party No. 2 referred the same for adjudication to this Tribunal *vide* its Letter No. L-22012/588/99/IR(CM-II) Dtd. 7-6-2000 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Manager, Damua Colliery of W.C.L., Kanhan Area, P.O. : Damua, Distt. Chhindwara (M.P.) in not regularizing Ku. Chhaya Sisodia, D/o Pyarelal Sisodia in clerical grade-III after completion of 3 years service as teacher with back wages is justified ? If not, to what relief the workman is entitled ?"

3. The reference came for hearing before the Tribunal on 6-2-2006. Neither the Petitioner nor the Respondent are present, though the case was fixed for cross-examination of the petitioner Ku. Chhaya Sisodia. The perusal of record indicate that the petitioner Ku. Chhaya Sisodia raised the disputes through Bhartiya Koyla Khadan Mazdoor Sangh praying to regularize as a clerk. She was working as a teacher and she was not regularized by the Management in a clerical grade. However, besides filing a claim petition and an affidavit the union as well as the petitioner Ku. Chaya Sisodia, has not taken any steps. She did not attend the court and offered for the cross-examination from 2003. Today also when the case was fixed for active hearing like her cross-examination on behalf of the management her presence was extremely necessary. As indicated above neither she herself nor any person from the union is appearing in the court. In such circumstances no purpose will be fulfilled in continuing the case, which is pending since 2003 for the same reasons. Hence the reference is dismissed for her default.

Hence this award.

Dated : 06-02-2007 A. N. YADAV, Presiding Officer

नई दिल्ली, 19 फरवरी, 2007

का.आ. 744.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 मार्च, 2007 को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

क्रम सं.	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	दिलवां नाभा	50	बरनाला	संगरूर
2.	दिलवां मटियाला	65	बरनाला	संगरूर
3.	रामपुरा	72	रामपुराफूल	बठिंडा
4.	फूल	39	रामपुराफूल	बठिंडा
5.	मण्डीकलां	02	रामपुराफूल	बठिंडा

[सं. एस-38013/05/2007-एस.एस.-1]

एस. दो. जेवियर, अवर सचिव

New Delhi, the 19th February, 2007

S.O. 744.—In Exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the **1st March, 2007** as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sl. No.	Name of the Village	Had Bast No.	Tehsil	District
1.	Dhilwan Nabha	50	Barnala	Sangrur
2.	Dhilwan Matiala	65	Barnala	Sangrur
3.	Rampura	72	Rampura Phul	Bhatinda
4.	Phul	39	Rampura Phul	Bhatinda
5.	Mandi Kalan	2	Rampura Phul	Bhatinda

[No. S-38013/05/2007-S.S. I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 19 फरवरी, 2007

का.आ. 745.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच

अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण गुवाहाटी आसाम के पंचाट (संदर्भ संख्या 3(c)/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-02-2007 को प्राप्त हुआ था।

[सं. एल.-30012/77/1998-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 19th February, 2007

S.O. 745.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the award (Ref. No. 3(c)/2000) of the Industrial Tribunal Guwahati, Assam, as shown in the Annexure, in the industrial dispute between the management of ONGC and their workmen, which was received by the Central Government on 15-02-2007.

[No. L-30012/77/1998-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL : GUWAHATI, ASSAM

REFERENCE No. 3 (C) 2000

PRESENT : Shri B. Bora, Presiding Officer, Industrial Tribunal, Guwahati

In the matter of an Industrial Dispute between :

The Management of
The Regional Director,
ONGC (ERBC) Nazira, Sibsagar.

Vs.

Their workmen rep. by General Secy.,
ONGC., Purbanchal Employees Association,
Sibsagar

APPEARANCE : Shri P. D. Choudhury, Advocate,
For the Management.

Ms. S. Senapati, Advocate
For the Management

Shri A. Dasgupta, Advocate
For the workman

Shri S. Chakraborty, Advocate
For the workman

Date of Award :

AWARD

The Government of India, Ministry of Labour, New Delhi, by a Notification No. L-30012/77/98-IR(C-I) dt. 28-1-99 referred an Industrial Dispute between the Management of ONGC, Nazira and their workmen represented by ONGC Purbanchal Employees Association, Sibsagar on the following issues :

“Whether any of the 144 contract labourers named in the list annexed have worked in any of the prohibited categories under the CL (R & A) Act?

It so whether the action the management of ONGC in not treating such workers as this direct employees in justified? If not to what relief such worker are entitled?

On receipt of reference, of reference case was registered and notices were issued on both parties calling upon them to file their written statements/Addl. written statements and documents, if any. In response to the notices both parties appeared in this court and filed their written statements. Both parties also adduced evidence, both oral and documentary in support of their respective cases.

The case of the workman is :

That the workman involved in this case are Typist, clerk, Accounts Clerk, Store Keepers, Attendants/Helpers/ Peon of ONGC. There are 144 workers in whose favour this dispute has been raised by the registered unions of workers and employees of ONGC Ltd.

That the aforesaid jobs cannot be assigned to a contractor as the contractor so engaged has nothing to do with the jobs to be performed by these categories of workers. Despite this the ONGC Ltd. engaged contract labourers in these categories of jobs. The Govt. of India in exercise of their jurisdiction conferred under Sec. 10(1) of the Contract Labour (Regulation & Abolition) Act, 1970 prohibited the engagement of contract labourers in these type of jobs vide their notification number U-2303/04/19 after causing an enquiry as stipulated in this behalf. By this notification 13 categories of jobs on ONGC Ltd. were notified where engagement of contract labourers were prohibited. All these workman are performing the jobs of typist, Clerk, Store Keeper, Helper, Peon etc. but they have been shown as contract labourers to perform the jobs of loading and unloading. A number of female workers are involved in this case. All of them have been shown to be engaged as contract labourers to carry out the manual jobs of loading and unloading called as lifting & shifting.

That a dispute for regularisation of these workmen were initially raised by the ONGC contractual workers union a registered Trade Union of Contract Labourers. Their demand was that a large number of workers were allotted with perennial nature of jobs for which engagement of contract labourers were prohibited. As engagement of contract labourers in these jobs were not permissible they are entitled to be regularised. The authorities of the ONGC Ltd. did not pay and heed to the demand raised by the union and accordingly the union sought for intervaention of the conciliation officer.

The present dispute was confined to 144 workers engaged in the jobs of typist, clerk etc. An enquiry was held on 1-12-97 & 2-12-97 in peresence of the officials of the ONGC Ltd. In the enquiry the management adopted a plea that the jobs of khalasi/ hepler wer not covered by the notification dtd. 8-9-94. As the jobs performed by the workers involved in this reference were prohibited jobs for the purpose of engagement of contract labourers the

conciliation officer made and endeavour to persuade the authorities of ONGC Ltd. to absorb these employees as their regular employees. But, all his efforts ended in vain. The conciliation officer, thereafter submitted a failure report under Sec 12(4) of the I. D. Act before the appropriate Government.

The workmen has prayed for an award in its favour.

The Management contested by filing W/S and stated :—

That the appropriate Govt. failed to apply its mind to the fact that the so called dispute was being raised on behalf of so-called contract labourers and the Central Government prejudged the issue by mentioning that the dispute was being raised on behalf of the workman on ONGC.

That the reference is bad in law and not maintainable, inasmuch as the ONGC is a registered employer under the contract labourer (Regulation & Abolition) Act, 1972 and the contractors are licenced under the said Act and hence the dispute relating to treating such workers as direct employees would not come within the ambit of an industrial dispute within the meaning of Section 2 (K) of the I. D. Act. The management further submits that the Industrial Tribunal has no jurisdiction whatsoever to sit in judgement and decide the list which is the subject matter of a dispute under the authorities as specified under the contract labour (Regulation & Abolition) Act, 1972.

That the management further submits that the so-called association has no *locus-standi* whatsoever to represent the contractors' employees and espouse their cause and, as such, the present instant purported dispute is a nullity in the eye of law and hence the industrial tribunal has no jurisdiction to decide the issue framed in the order of reference.

That from the issue framed by the appropriate Government, it would be amply clear that the appropriate Government had pre-judged the issue that the 144 labourers worked in the prohibited categories under the contract labour (Regulation & Abolition) Act, 1972 and such observation is sufficient to satch away the jurisdiction of the Industrial Tribunal which is otherwise conferred upon the authorities, under the contract labour (Regulation & Abolition) Act, 1972.

That without prejudice to the afresaid rights and contentions, but fully relying on the same, the management is not only entering appearance but also submitting its written statement.

That at the outset, the management of ONGC submits that the said so-called association has incorporated false and fabricated names and made the number 144 for the reasons best known to them.

It is further submitted on behalf of the management that the designations of the said so-called contract labourers are self-styled and self-designated. It would be

worth mentioning that the management of ONGC had no business whatsoever to designate the labourers who worked under the contractors. It is denied and disputed that the workmen involved in this case are typists, clerks, accounts clerk, store keepers, attendants/helpers/peons. It is further denied and disputed that initially the dispute was espoused by ONGC contractual workers union and subsequently by regular employees' union.

That the management of ONGC further submits that ONGC being a public sector undertaking, has its own Rules and Regulations with regard to the recruitment and promotion or in the matter of any kind of employment which has the force of law. Apart from this, ONGC is required to follow strictly the provisions of various other statutes in the matter of employment. The existing Rules and Regulations of ONGC or the statutes did not provide any provision to regularise the services of contractors workman in any way. Even casual workmen who put substantial period of service, cannot be regularised de-hors the provisions provided in the Rules and Regulations of ONGC which has a statutory force. It is further submitted, in addition to above, that there is no vacancy or vacancies or sanctioned posts against which the concerned workmen can be regularised. The said contractors workmen never worked against any sanctioned post.

The management has prayed for an award in its favour.

The only point that needs adjudication in this reference is whether the 144 Nos. of workmen involved in this reference were ever engaged by the ONGC in prohibited jobs after the Notification dt. 8-9-1994 under Section 10 (1) of the Contract Labour (Regulation & Abolition) Act, 1970 in the prohibited jobs mentioned in the notification and if so, whether the action of the Management in not treating them as direct employees is justified ?

It is an admitted fact that the workmen of this reference are contract labours. Now, the only point that requires our decision is whether they were ever employed the prohibited jobs as per the notification in question.

Let me now discuss the evidence in this regard before arriving at my decision :

W. No. 1 for the union Sri N. U. Dutta deposed that he worked in the ONGC as typist from 1985 to 1992 and from 1992 to 1997 he worked as Acctt. Clerk. In 1994 the Govt. of India prohibited the employment of contract labours in certain jobs. Ext. A is the notification in question. Ext. B is the list of workers involved in this reference. Ext. C is the certificate issue by C. R. Dutta, Sr. Field A/C officer and Ext. C (1) in his signature. Ext. D is issued by T. R. Phookan the contractor. Ext. D (1) is the signature of contractor T. R. Phookan. Ext. E is an application by this witness. Ext. F is the photocopy of the attendance register. Ext. F (1) is the signature of Mrs. Kumarika Das, File A/C officer. Ext. G is the photocopy of the attendance sheet for

the month of October 1995. Ext. H is another document verifying the particulars of the labours. Ext. H(1) is the signature of R. Dutta Sr. File A/C. This witness had to prepare stitching charge bills while he was working in the account Section. Ext. K (series) as some of these bills. Ext. K (1) is the signature of R. Dutta who verified the bills. Ext. L (series) is the bill registers. Ext. M (series) are some bills prepared by this witness. Ext. M (1) is the signature of R. Dutta, File A/C who verified the bills. Ext. N (series) are L.T.C. bills prepared by the witness. Ext. N (1) is the signature of R. Dutta, File A/C. Ext. O is peon book. This witness admitted in his cross that Ext. C does not indicate that he was working as clerk. This witness admitted that he was working under contractor Tuniram Phookan along with 80 others. He admitted that Ext. H does not indicate the nature of job. He denied a suggestion to the effect that the Ext. K (series) of document do not pertain to the ONGC. He also denied another suggestion to the effect that Ext. K (1) is not the signature of R. Dutta. He also denied a suggestion that the Ext. M (series) do not pertain to the ONGC and Ext. M (1) is not the signature of R. Dutta. He also denied a suggestion that Ext. M&N do not belong to the ONGC.

Witness No. 2 for the union Sri Rajan Chetia deposed that he was working as Typist from 1985 Nov. to 1995 Oct. He has certificate of employment Ext. P is the certificate issued by Dy. Director (MM) Ext. P (1) is the signature of Dy. Director. He stated that there were total 14 Nos. of typist. He stated that they were paid by the contractor in presence of the Management. They placed a demand through the union for regularization and conciliation was held. Ext. Q is the letter written by the General Secretary to different section. Ext. R is the list of worker who were working in D. G. B. (purchase) Section. Ext. R (1) is the signature of B. C. Konwar, Dy. Director. Ext. R (2) is the signature of S. Bharali. Ext. S is the list of contractual workers working in D. G. B. Section (purchase) Ext. T is one of the gate-pass. Witness No. 3 Sri Haren Ch. Rajkhowa deposed that he is the General Secy. of the ONGC purbanchal Employees Association 144 workers were working as Accounts clerks, store keeper, typist, helper since 1985 to 1997/1998/1999 as contractual workers.

W. No. 4 for the Union Smt. Swapna Chetia deposed that she was working as Typist cum receipt & despatch clerk. She worked in the purchase and C & F section. In her cross-exams she admitted that there is no documentary proof to show that she worked in the C & F. Section. She admitted that she received her wages from the contractor in presence of Management. Sri Tuniram Phookan was the contractor. She further admitted that she was never paid as Typist or office clerk.

W. No. 5 Sri Bhuban Pd. Ozha the Regional Labour Commissioner, Guwahati proved the report of the conciliation proceeding which is Ext. V (1) and Ext. V (2) is the signature of Mr. A. N. Malhotra, his predecessor-in-office.

M. W. 1 Sri Bhairab Ch. Sarma, Supt. Engineer, (Prodn) ONGC stated that he is working in the ONGC since 1973. Ext. 1 is the list of contract labours. Ext. 2 is the list of the contractors. The contracts were awarded by inviting tenders. Ext. 3 is a contract document. Ext. 4 is the Notification of the Govt. prohibiting employment of contract labours in certain jobs. Ext. 5 (series) in licences issued to the contractors. Ext. 6 is the registration certificate of the ONGC. Ext. 7 (series) are some of the code of the P. F. Act under the E. S. I. Act. Ext. 8 is the group personal accident policies of the employees. Ext. 9 (series) are employment cards issued by the contractor to the contract labours employed by him.

There was an inspection and enquiry by the Regional Labour Commissioner regarding the nature of jobs performed by the contract labours. Ext. W is a statement prepared by the RLC and ALC. Ext. (1) is the signature of D. M. (P & A) Sushil Boro. He admitted that Sri Vijay Raj Sr. I. R. Officer and Benu Phookan I. R. O. both signed the Ext. W.

M. W. No. 2 Sayed Abdul Khaleque, Manager (MM) ONGC stated he knows some of the workman who were contract labours under contractor T. R. Phookan. They were never engaged in the prohibited jobs. Ext. 11 is the license of the contractor. This witness stated in his cross that the License was obtained by the ONGC in the name of K. C. Hazarika who was the Store and purchase officer at the N. P. Store. K. C. Hazarika expired in October/November 1997. This witness could not say if any license was obtained after the retirement of K. C. Hazarika. He also admitted the Ext. X is the certificate issued by him to Smt. Dipali Gogoi. Ext. X (1) is his signature. He admitted in his cross-exams that he issued some certificates to some of the workman to the effect that they were working under him as typist. He stated that issued the certificates under duress.

M. W. No. 3 Sri Tuniram Phookan, contractor, stated that he is working as a contractor under the ONGC since 1987. He said that had the license since 1987. He stated that he supplied labours in the store and M. M. Deptt. Ext. 12 is the acquittance Roll of the contractor labours engaged by him during June 1992 to Nov. 99. Ext. 12 (1) is his signature. Ext. 12 (2) is the signature of K. C. Hazarika, the principal employee.

In his cross he admitted that he had no license for 87 & 88.

M.W. No. 4 Sri Vikram Malhotra, Chief Manager (P & A) ONGC deposed that the workload of the ONGC in Assam has reduced to considerable extent due leading out of some of the Oil fields to foreign operators and due to use of automated equipments, the existing employees became surplus. He also stated that existing manpower to produce per MMT of Oil/Oil Equivalent is much more in Assam Asset and proved comparative statement.

Only this much of evidence are available before me. The workmen could not prove to the satisfaction of this tribunal that they were working in the ONGC from 1985-86 and they were engaged in prohibited jobs after 8-9-94, the date prohibition notification. The only document proved in support of some of the workmen is Ext. W Which was proved by M.W. No. 1. This document and some of the signatures on it of some of the officers of the ONGC were admitted by M.W. No. 1 in his cross-examinations.

According to the Ext. W the following workmen worked in the jobs as detailed here under :

(1) Sri Ashwini Kr. Singh (contract labour) worked as typist under P.K. Das, Dy. Manager (MM) and K. R. Phookan A. O. (P & A) from 1987 to March, 1996. Sri K. R. Phookan admitted this fact.

(2) Sri Rajen Chetia (contract labour) worked as typist under Sri B. C. Konwar, Dy. Manager (MM) from 1993 to Nov., 1995 Sri. S. K. Baruah, Dy. Manager (MM) admitted that Sri Rajen Chetia worked as typist under him since 1994 to 1997.

(3) Sri Nagen Das (contract labour) worked as attendant in DBG (MM) branch from 1985 to 16-11-97 under Sri S. K. Baruah, B. C. Konwar, K. R., Phookan, and others.

(4) Sri Nripen Dutta, (contract labour) worked in the Accounts Section of DBG (Finance) from 1992 to April, 1996 and he worked from July, 95 to 16-11-97 in Accounts Section. He used to prepare some bills. Sri Bama Gogoi, Dy. Manager (P & A) admitted that Nripen Dutta worked in 1995 in place of Diganta Rajkhowa for 3/4 months. He was given to work relating to Income Tax.

(5) Mrs. Manju Borgohain (contract labour) worked as typist from 1993 till 2-12-97 and prior to that she was working in Nazra as steno-typist. Shri J. Bhagaa, Asst. E.E. (Mech.) admitted that Smt. Manju Borgohain worked in his office as typist since 1994. Sri M. Ram. E. H. (Electrical) also admitted that Smt. Manju Borgohain is working under him as typist from May, 97 to 29-10-97.

(6) Ms. Rekha Boruah (contract labour) worked as typist occasionally. She is working as helper in the P & A Section from 1993.

(7) Sri Anup Kr. Tahan (contract labour) worked in P & A section and he was utilized for all purposes.

(8) Sri Vijay Hazarika (contract labour) is working as in artificial lift till date. Before that he worked as Typist, preparation of O.T. bills.

(9) Ms. Rekha Boruah (contract labour) is working in W.S.S. (Base) section as typist from 1995 till date. She worked as typist under Sushil Boro, Dy. M. (P & A).

(10) Ms. Riumoni Chetia (contract labour) worked as typist from 1991 till March 1996 under Sri Monaram Borah, Supt. (Asstt. P & A officer).

(11) Ms. Swapna Chetia (contract labour) worked as typist under B. C. Dihingia, Dy. M. (MM) upto March 1996. She worked from 1985 to 96.

(12) Mrs. Dipali Gogoi (contract labour) worked as typist from July 95 to Sept. 95 under P. C. Das Dy. M (MM). Earlier She did typing under N. Kathkatia Dy. M (MM), Shri L. C. Bhuyan Dy. Director (MM)

(13) Muhi Konwar (contract Labour) worked to prepare GRV entry in Register (supply orders) He prepared on an average 10 to 15 GRV in a week.

(14) Smt. Mato Saikia (contract labour) worked as attendant from 1992 to 30-9-97. She worked in TBG/MM in P & A Section. She used to deliver 'Dak' to different sections.

Now from the evidence discussed above, it is crystal clear that the workmen involved in this dispute are contract labours. The workman who took to the witness stand for the workmen admitted that they are contract labours who worked under different contractors. They have also admitted that they received their wages from the contractors.

This being the position, the only moot point for decision is : - Whether the contract labours who were engaged in prohibited jobs are entitled to be absorbed as regular employees of the ONGC?

The answer is clearly No. There is no such provision in the contract labour (Regulation & Abolition) Act, 1970. The reason for such a conclusion by this Tribunal is that there is no jural relationship between the Management and the workmen as they were never directly employed by the ONGC. Unless and until it can be established that the workmen were directly employed, the management cannot be directed to regularise the service or to absorb them as regular employees. Even if it is proved that the workmen were engaged in prohibited jobs after prohibition notification, in that event too, this Tribunal has no jurisdiction to direct the Management to absorb the workmen. The Hon'ble Supreme Court in the steel Authority of India Ltd. Vs. National Union Water Front Workers 2001 AIR SCV 3574 held in sub para 5 of para 122 that- "if the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder".

In the case in hand, the contracts after 1989 were found to be genuine not a camouflage. Hence, the workmen in this case, though might have been engaged in prohibited jobs, cannot be treated a direct employee of the ONGC and therefore, the ONGC cannot be directed to absorb them. Both the parties argued at length their respective cases and

the Management filed a written argument supported by some case laws. The learned counsel for the workmen declined to submit any written arguments.

The main thrust of the arguments for the workmen was that as the workmen were engaged in prohibited jobs after the prohibition notification, all of the workmen should be treated as direct employees and the Management should be directed to regularise their service. But the workmen failed to establish that the contracts between the management and the contractors were simply a camouflage or a ruse. Moreover, a few of them could not prove to the satisfaction of this Tribunal that they were engaged by the Management in prohibited jobs. Even if the workmen can establish this fact, in that event too, the management can not be directed to regularise them. The workmen of this reference were the employees of the contractors and therefore, there existed at no point of time the relation of employer and employee so far the Management and workmen are concerned.

The claim of the workmen is found to be without any basis. Hence, the action of the Management is found to be justified.

The Reference is answered accordingly.

Given under my hand and seal on this the 29th day of Dec., 2006.

B. BORA, Presiding Officer

नई दिल्ली, 19 फरवरी, 2007

का.आ. 746.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एअर-लाइंस लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इरनाकुलम के पंचाट (संदर्भ संख्या 2/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-02-2007 को प्राप्त हुआ था।

[सं. एल.-11012/17/2005-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 19th February, 2007

S.O. 746.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/2006) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Airlines Ltd. and their workmen, received by the Central Government on 15-02-2007.

[No. L-11012/17/2005-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P.L. Norbert, B.A., L.L.B., Presiding Officer

(Monday the 5th day of February, 2007)

I.D. No. 2/2006

Workman

Shri P. Jerom, S/o Y. Palappan
Piranivilai Veedu, Pacode
Post
Kanyakumari Distt.
Tamil Nadu.

Adv. Sunu S. Panicker

Managements

1. Indian Airlines Ltd.,
Rep. by its Chairman-cum-
Managing Director, Indian
Airlines Headquarters,
New Delhi.
2. The General Manager,
Indian Airlines,
Booking Office,
Palayam,
Thiruvananthapuram.

Adv. M/s. Menon & Pai.

AWARD

This is a reference made by Central Government under Section 10(1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is :—

“Whether the demand of Sh. P. Jerom from the management of Indian Airlines, Chennai for reinstatement with full back wages justified? If so, to what relief is the workman entitled?”

2. The facts in brief are as follows :—

The worker joined the service of the 2nd management, Indian Airlines, Palayam, Thiruvananthapuram as casual labourer on 7-8-2003. He worked as such more than 240 days along with similar casual labourers. The 2nd management used to make artificial breaks after working for 89 days. However the 2nd management without notice or compensation terminated the service of workman. Whereas a few other similar persons were regularized in service. The worker caused to issue a lawyer's notice on 20-8-2004. The termination of service is in violation of the provision of I.D. Act. The workman is entitled for reinstatement with back wages and other benefits. The worker was made to work overtime. However he was not paid salary for overtime, but paid only 89 days' salary. The worker is entitled to get salary for the remaining period of 178 days. The 2nd management has adopted an unfair

labour practice by denying employment without following the procedure under I.D. Act.

3. The managements filed a joint written statement denying the contentions of the workman. They contend that the worker had joined service under the 2nd management as casual labourer on 7-8-2003. According to the exigencies of work he was given work at intermittent periods for 89 days altogether. He worked thus up to February, 2004. There were many other casual workers numbering about 500. All were given work on rotation basis. Nobody has been appointed permanently after the appointment of the workman. No discrimination has been shown to the worker. The worker was not entitled for notice or compensation for not engaging him after February, 2004. He has not done any overtime work. Since a number of casual workers were available there was no need to engage anyone on overtime basis. The worker is not entitled to get any relief.

4. In the light of the above contentions the points that arise for consideration are :

- (1) Whether the worker has worked 240 days during the period of 12 months preceding his termination ?
- (2) Is the worker entitled for reinstatement and back wages ?

The evidence consist of the oral testimony of WW1 and documentary evidence of Ext. W1 on the side of workman and MW1 and Exts. M1 to M7 on the side of managements.

5. Points No. (1) & (2):

It is an admitted fact that the workman, Shri P. Jerom was a casual labourer under 2nd management from 7-8-2003 onwards. But according to the workman he had worked 267 days. He contends that he was engaged three times for a period of 89 days each with 3 days break at the end of every term of 89 days. However the 2nd management paid him only 89 days' wages. He claims that he is a 'workman' coming within the definition of S-2 (s) of I.D. Act and he can be terminated only after giving one month's notice or compensation in lieu of notice and retrenchment compensation. That was not done by the management. But according to the management the worker was engaged as casual labourer only for 89 days. According to them he was never engaged at a time for 89 days. There were a number of casual labourers and they were given work on rotation basis. In Para 10 of the written statement details of the engagement of the worker are mentioned as follows :—

August	2003	..	9 days
September	2003	..	8 days
October	2003	..	9 days
November	2003	..	12 days
December	2003	..	15 days

January	2004	..	21 days
February	2004	..	15 days
			89 days

6. The worker, after his termination, had sent a lawyer notice. To this, admittedly, a reply was sent by the management. Ext. W1 is the reply. The management has taken the same view as in the written statment. In the reply notice also the details of engagement of workman as shown above are mention. Thus the management has consistent case that the worker was engaged only for 89 days altogether up to February, 2004. He was given work according to the availability of work, sometimes 9 days a month and sometimes 12 or 15 days a month. Therefore, according to the management, he does not satisfy the definition of S-2(s) of I.D. Act to claim any right or benefit.

7. Ext. M3 is the application of the worker for casual employment submitted to the 2nd management on 29-5-2003. There is no dispute that it was processed and he was appointed as casual worker on 7-8-2003. Ext. M4 series are copies of folios of registers of wages of casual labourers. it contains details of the number of days each casual labourer has worked every month and payments made. The workers signed the register and received wages every month. Ext. M4 series show that the worker, Shri P. Jerom had worked only for 89 days as detailed in Para 10 of the written statement. He was also paid bonus for the period 2003-04. Ext. M7 is the Acquaintance Register for payment of bonus for the period 2003-4. Sl. No. 1188 relates to Shri P. Jerom. He was paid Rs. 610 as bonus for the period 2003-04. The burden is on the workman to prove that he had worked 240 days or more during a period of 12 months prior to his termination. But there is no evidence to support that contention of the worker. Whereas his own admission that he was paid wages only for 89 days out of 267 days he had worked and the balance days' wages are due to him cuts at the very root of his case. Nobody would remain silent when 178 days' wages is remaining unpaid. The copy of lawyer notice sent by the workman is not produced. I do not think that even in that notice the worker had claimed balance salary for 178 days. Had it been claimed there would have been a reply to the said claim in Ext. W1 reply of the 2nd management. In fact WW1 in the cross examination (pg.5) admitted that he had worked only for a few days every month. The details of work done mentioned in Ext. W1 reply notice and Para 10 of the written statement are admitted by him in the cross examination (pg.4, WW1). But his case is that he had done double duty. Even then it cannot amount to 267 days, but only 178 days. There is absolutely no evidence to show that he was taken for service at 3 spells of the duration of 89 days each. There is no record to show that he had worked beyond February, 2004. He admits that he had signed Ext. M4 series register of wages of casual labourers and received wages every month. The officer of the management, MW1 has denied the

contentions of the worker. He speaks in terms of the contentions in the written statement and say that depending upon the exigencies of work casual workers were engaged on rotation basis and not for a period of 89 days at a stretch. According to him the worker worked only for 89 days altogether between 7-8-2003 and February, 2004. The learned counsel for the management relied on *HUDA v. J. SINGH* 2006 (4) L.L.N. 100 to say that the burden is on the workman to prove that he had worked for 240 days. The same position is reiterated in *KRISHNA BHAGYA JALA NIGAM LTD. V. MOHAMMED RAFI* 2006-III-L.L.J. 755 and *CHIEF ENG. R. S. DAM v. S. LAL* 2006 (3) L.L.N. 751. WW1 admits that he was not given appointment order. Therefore it is difficult to accept the contention of the worker that he was engaged for a period of 89 days each. The worker has neither produced records nor caused the production of records to prove his case. There is no evidence to show that he had worked continuously for 240 days during a period of 12 months prior to his termination. Therefore he is not a 'workman' coming within the definition of S2 (s) of I.D. Act and he is not entitled for retrenchment notice or compensation.

8. The learned counsel for the management relied on the decisions in *CROMPTON ENGG. CO. V. ADNL. LABOUR COURT* 1975 I-L.L.J. 207 & *AJAY KUMAR SHARMA V. P.O.* 2007-I-L.L.J. 262 to support his contention that a casual or temporary employee is not entitled for reinstatement or regularisation. It is observed in the reported decisions of Madras and Delhi High Courts that a casual or temporary worker does not get any right for employment or reinstatement. His claim for arrears of wages also cannot stand as he has not done work for more than 89 days. He was paid wages admittedly for 89 days. Points are answered accordingly.

9. In the result, an award is passed finding that the demand of the worker, Shri P. Jerom for reinstatement with back wages cannot be justified and he is not entitled for any relief. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 5th day of February, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the workman:

WW1 -Shri P. Jerom.

Witness for the managements

WW1 -Shri S. Madhavan.

Exhibits for the workman:

W1 -Photostat copy of reply notice.

Exhibits for the managements

- M1 - Photostat copy of certificate issued by the Supdt. of Police, Kanyakumari Distt.
- M2 - Photostat copy of certificate issued by Shri S. Balamurugan to the Asstt. Manager (Security), Indian Airlines Ltd., Thiruvananthapuram Airport.
- M3 - Photostat copy of application submitted by Shri Jerom.
- M4 - Photostat copy of register of wages of casual labourers for the period-Aug. 2003 to February, 2004.
- M5 - Photostat copy of petition filed before the ALC(C) by Shri P. Jerom.
- M6 - Photostat copy of application submitted by Shri P. Jerom.
- M7 - Photostat copy of acquaintance for payment of ex-gratia/bonus to casual/daily rated employees for the period 2003-04.

नई दिल्ली, 19 फरवरी, 2007

का.आ. 747.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एअर लाइंस लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, मुंबई के पंचाट (संदर्भ संख्या 71/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-02-2007 को प्राप्त हुआ था।

[सं. एल.-11012/100/98-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 19th February, 2007

S.O. 747.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 71/2003) of the Central Government Industrial Tribunal/Labour Court, Mumbai-I now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Airlines Ltd. and their workmen, which was received by the Central Government on 15-02-2007.

[No. L-11012/100/98-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, MUMBAI

Present

JUSTICE GHANSHYAM DASS

Presiding Officer

REFERENCE NO. CGIT-71 OF 2003

Parties : Employers in relation to the
management of Indian Airlines Ltd.
And
Thier workmen.

APPEARANCES :

For the Management : Mrs. Chhaya Shah,
Adv.
For Mumbai Mazdoor Sangh : Mr. J. P. Singh,
Secretary
State : Maharashtra
Mumbai, the 23rd January, 2007

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section 1 of Section 10 of the Industrial Disputes Act 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-11012/100/98 IR (C-I) dated 28-11-2003 The terms of reference given in the schedule are as follows :

“क्या मुम्बई मजदूर संघ की इंडियन एअरलाइंस मुम्बई के प्रबंधन से माँग कि सूची में दिए गए 1269 आकस्मिक कर्मचारों को इंडियन एअरलाइंस की सेवा में नियमित किया जाये उचित एवं न्यायसंगत है। यदि हाँ तो कर्मकार किस राहत के पात्र है। तथा किस तारीख से ?”

2. The statement of claim has been filed by Mumbai Mazdoor Sangh (hereinafter referred to as the Union) which has espoused the claim of 1,269 temporary workers (hereinafter referred to as workman), on 22-1-2004. The Union is registered under the Trade Unions Act, 1926 and is functioning in the city of Mumbai and all over Maharashtra. It is affiliated to Bhartiya Mazdoor Sangh (hereinafter referred to as Sangh) Federation of Trade Union. The Bhartiya Mazdoor Sangh has been declared by the Government of India as the largest federation/organization amongst the workmen on the basis of verification of membership. Its constitution permits employees employed in all the establishment including Indian Airlines Ltd. The workmen under reference are the members of Mumbai Mazdoor Sangh. The Indian Airlines Ltd., (hereinafter referred to as Company) has employed the persons in the category of loaders, sweepers, cleaners, helpers, peons and other employees in different categories at Airport and such other places as required at Mumbai, Nagpur and Aurangabad Airport. The said employees are appointed for about 90 days or more than that in a order on rotation basis. These employees are employed intermittently but in a regular manner. The workmen under reference are working with the Company as such on rotation basis under the policy of the Company even from before 1979 but they are not being made permanent or regular and there is no security of employment. The Union, therefore, submitted a

demand on 22-10-1996 for regularization of loaders, cleaners, sweepers, peons and other employees engaged in different categories as is constituted a unfair labour practice governed under items 9 and 10 of Schedule 5 of the Industrial Disputes Act, 1947 (Ex-A) Thereafter, additional list dt. 09-12-1996 was sent along with the membership record in “J” Form about the employees. The statement of justification of demand dt. 11-12-1996 (Ex-B) was sent to Asstt. Labour Commissioner (Central). On receipt of notice from Asstt. Labour Commissioner (Central) the Company relied upon various writ petition and the orders passed thereon by the Hon'ble Bombay High Court more particularly in writ petition No. 1303 of 1996 and requested the Asstt. Labour Commissioner (Central) not to entertain the dispute. The Sangh submitted reply dt. 12-3-1997 and submitted a complete list of 1269 temporary employees to the Asstt. Labour Commissioner (Central). The conciliation talks failed and consequently the Asstt. Labour Commissioner submitted the failure report dt. 5-8-1998 to the Government but the Government refused to refer the matter to the Industrial Tribunal vide order dt. 17-2-1999. This order was challenged by the Union before the Honourable High Court of Bombay vide writ petition No. 1116 of 1999 which was allowed vide order dt. 22-9-2003 and the Government was directed to make the reference (Ex-D). This is how this reference has come to this Tribunal.

3. The contention of the Union is that employment of workmen under reference on a rotational basis speaks by itself the malafide on the part of the Company which is just to deprive them of the benefits of permanency or regularization since they have not been even given the work for 240 days in a year. It amounts to violation of provisions of Articles 19, 21, 39, 40 and 41 of the Constitution of India and the conduct of the management falls under item No. 9 and 10 of the Schedule 5 of the Industrial Dispute Act. The workman under reference had not been the parties to the writ petition referred to by the Company. The work done by them is of perennial nature.

4. The Company filed the written statement on 27-2-2004 and contended firstly that Mumbai Mazdoor Sangh has no locus standi to espouse the claim of the workmen. Hence, it cannot be termed as an industrial dispute and thus the reference is liable to be rejected. It is further submitted that four writ petitions No. 346 of 1996, 374 of 1994, 1303 of 1996 and 1563 of 1996 were being filed before the Honourable High Court of Bombay by the casual labourers seeking regularization. The regularization is now governed under the orders passed by the Honourable High Court of Bombay which are as follows :

- (i) “Indian Airlines Limited shall form a pool of all casual employees who fulfill the eligibility criteria (except the age limit) and have been engaged in the last 3 years, i.e. from 1-1-1993. No casual employee who is in the pool shall be replaced by any other casual employee who is not in the pool.

Casual employment will be given to those placed in the pool on rotation basis.

- (ii) Indian Airlines Ltd. shall endeavour to replace the casual employees by permanent employees. The casual employees who are in the pool shall be considered for permanent employment on a fair basis under the Recruitment and Promotion Rules of the Indian Airlines Ltd. (except the age limit). As far as possible preference will be given to the employees in the pool.
- (iii) No casual employee shall claim permanency on the basis of having worked pursuant to the present order.
- (iv) Indian Airlines Ltd. shall not be bound to offer work to all the casual employees on all the days.
- (v) Indian Airlines Ltd. shall not be bound to offer any Employment to any casual employee who is irregular in his attendance, fails to accept work when offered or is unsuitable for regular employment"

5. The Company has contended that the aforesaid order is binding on the Company as such Company has formed a pool of casuals. It is also submitted that the said order is binding upon this Tribunal also and hence, no award can be passed for regularization of the workmen. The Company is following the directions of the Hon'ble High Court of Bombay. It is further submitted that in writ petition No. 374 of 1996, the Hon'ble Division Bench of Honourable High Court of Bombay has passed the following order :

- (a) "Respondent No. 1 shall frame scheme for regularization of the workers listed in the Petition broadly in terms of the scheme marked "X" for identification purposes. However, Respondent No. 1 before framing the scheme finally shall assess the requirement of regular work force in its different Departments in Western Region, particularly, the Departments in which the workers listed in the present writ Petition have been engaged and also the necessity for alleviation of the suffering of those workers have been subjected to during all these years and fix the strength of work force so that the workers concerned are able to get the benefit of regular service within reasonable time. We observe that final scheme shall be framed by Respondent No. 1 within six months from today. Needless to say that the absorption of the workers listed in the Petition in regular service shall be subject to fulfilment of conditions of eligible qualification with relaxation of the age prescribed under the Rules. We further observe that till the scheme is framed, the interim order passed by this Court

on 3rd June 1996 shall continue to remain operative".

The scheme has been accordingly prepared and the same is also filed in Writ petition No. 1563 of 1996.

6. Regarding the workmen under reference the Company has submitted that they have been employed by it as daily rated workers at various points of time as per exigency of work. The names of 998 casual daily rated workers are already on the pool maintained by the Company under the directions of the High Court of Bombay in the aforesaid Writ petition and hence, they are bound by the interim order for the remaining 271 casual daily rated workers, 232 workers were working prior to 01-1-1993 and hence, not included in the pool, 10 casual daily rated workers not shown in the pool for want of records in support of their claim that they worked after 01-1-1993, the names of 9 casual daily workers are in the list maintained at outstations and the remaining 20 were not in the pool because they were engaged for other categories than helpers. The aforesaid orders of the Honourable High Court of Bombay are applicable to the workmen under reference. It is also submitted that the Company is governed by all Policy decisions of the Central Government and pursuant to the direction given by the Prime Minister of India in 1992 to effect 10% cut in the staff strength across the board and the Ministry of Civil Aviation has been consistently reviewing the status. It is reiterated that the directions of the Prime Minister is not being used as a tool to avoid filling up permanent vacancies. The Fifth Pay Commission has stated that 30% posts have to be abolished in the next ten years or 3% annually. The Ministry of Civil Aviation has been adopting the following course of action Freeze on further recruitment is being emphasized vide letters dt. 28-7-92, 06-9-94 and 18-9-1998. The Ministry of Civil Aviation has been holding regular review meetings to achieve the objectives of production in man power and also organizational restructuring to achieve optimal man power. The Company reiterates that under the guise of restructuring and re-organization there has been no exploitation of those persons working as casual daily rated workers. Further, the Company is suffering loss on account of competitiveness in view of operation of new airlines which has decreased the passengers load and the income of the Company. The Kelkar Committee was formed and has submitted its recommendation to improve the financial position. The Company has initiated to curb absenteeism among employees, control and monitoring of overtime engagement of casuals etc. for the optimum utilization of the existing man power. The Company is not recruiting person from outside except in certain technical and critical areas. The Company has also introduced Voluntary Retirement Scheme to reduce the strength. Hence, there is no malafide on the part of the Company.

7. The Union filed the rejoinder dt. 19-3-2004 and reiterated its claim after denying the pleas of the Company.

It is emphasized that the workmen under reference cannot be forced to bound by the order of the Honourable High Court of Bombay which was passed as consent order and to which they were not the parties and on that basis they cannot be deprived of their employment.

8. The Union filed the affidavit of Shri. Avinash Neelkanth Khot, in lieu of examination in chief who is one of the workmen working with the Company as Helper since the year 1991. It also filed the affidavit of Shri. Shaikh Moosa Shaikh who is one of the workman working with the Company since July, 1991 as Helper at Aurangabad Airport. Both of them have supported their contentions. Both of them have been cross examined by the learned counsel for the Company.

9. The Company has filed the affidavit of Shri. Ramdas A. Kamath, Dy. General Manager (Personnel) of the Company in lieu of examination in chief to support the pleas taken up in the written statement. He has been cross examined by Mr. J.P. Singh, Secretary of the Union. He admitted that the workman under reference are working for about 90 days in a year on a rotational basis. He does not have the knowledge about any roaster prepared by the Company. He is not aware that any such record is being maintained by the Commercial section of the Indian Airlines on the basis of which it may be ascertained that such and such permanent employees have absented themselves from work and in their place such and such casual employees were being given the work. He stated that record would be produced to justify the averments made in para 4 of his affidavit. He also stated that he cannot say that work of the workmen under reference is of perennial nature or not. He admitted that 998 casual daily rated workers represented by Union have already been included in the pool. He also admitted that if the work is available and the workmen are available they are deputed for overtime work for which they are being paid double the wages. The workmen under reference are being paid on month to month basis. He is unable to recollect that Mumbai Mazdoor Sangh had raised the industrial dispute against the Company vide reference No. CGIT-2/27/92 Mumbai for regularization of services of 199 workers and that reference was decided by CGIT-2 Mumbai on 30-6-1995 directing the Company for regularization and punishing it for unfair labour practice. He is unable to recollect that he and every casual worker had submitted form "J" of membership register Mumbai Mazdoor Sangh while issuing the letter of demand. He also stated that there could be 999 workmen in place of 998 as mentioned in the affidavit owing to some inadvertent mistake and similarly 231 in place of 232 workmen. He also stated that after going through the record he can disclose the names of 10 workmen who did not work after 1-1-1993 and hence not incorporated in the pool. He specifically stated that the workmen who produced record for work after 01-01-1993 and those record are found OK, their names would be included in the pool. He also stated that 20 persons

who are working in categories other than Helpers would be included in the pool after going through the High Court order if they are also to be included in it. At present the pool of 2200 workers at Mumbai is there and the pool for outstation at Aurangabad and Nagpur is not with him which may be produced at later stage. These lists are produced in the Court at a subsequent stage under the direction of the Court. Mr. Kamath also admitted that at present one contractor is engaged for handling other Airlines and also International flights who is engaged are roughly 100-200 workmen. The name of the Contractor is KCIC, Bombay with Headquarter in Bangalore. He also admitted that Livewell Contractor is meant for cleaning of aircrafts only and he does not know as to how many workers are engaged by it. The Company is registered as principal employer under the provisions of Contract Labour Regulation and Abolition Act, 1970 for the last more than 10 years. He is not aware that the Company had filed SLP in the Honourable Supreme Court against order of the Honourable High Court of Bombay in Writ petition No. 428 of 1998 and 374 of 1996 and same was dismissed by the Honourable Supreme Court. He also admitted that the casual employees as well as permanent employees are being paid overtime.

10. The Union has filed 4 documents per list dt. 22-1-2004 (Ex W-1 to W-4), Xerox copy of the Identity card of Shri. Shaikh Moosa Shaikh, Ex. 5 vide list dt. 28-11-2005, 22 documents dt. 09-1-2006 (Ex.-6 to 27) and 8 document vide list dt. 16-3-2006 (Ex-28 to 35). The Company did not file any document on its own but filed 3 documents under the direction of the Court vide list dt. 23-8-2006 regarding the Pool scheme, list of casuals at Aurangabad and list of casuals at Nagpur.

11. The scheme is as follows :—

- (i) All the casuals irrespective of the fact that names were borne on any panel or not will be treated at par provided they have worked for 90 days as casual during the last three years.
- (ii) Notification will be issued inviting application from casual employees for the post of Helpers in commercial, Engineering, Stores, Ground support, Catering, Canteens and Peons.
- (iii) Age relaxation to the extent of casual employment will be given subject to a maximum age requirement of 40 years for general category, 43 years of OBC and 45 years for SC & ST as on date of the order of the Court.
- (iv) The casual will have to meet the eligibility criteria including the minimum qualifications laid down in the eligibility criteria stipulated for the post.

- (v) Selections will be made by duly constituted Selection Board as per the Recruitment and Promotion Rules of the Respondent Company.
- (vi) Merit lists, category/cadre-wise will be prepared and the selected candidates would be offered employment against the vacancies in order of merit.
- (vii) While making appointments, the directives of the Government with regard to reservations will be adhered to.
- (viii) A panel will be drawn of the selected candidates as per merit and as per Rules. The validity of the panel so drawn will be for a period of two years from the date of approval of the same by the Competent Authority.
- (ix) The appointment of the above-mentioned empanelled casual employees, will be subject to their completing all the pre-employment formalities and on being declared medically fit by Medical Officer of the Company.
- (x) Those who cannot be appointed due to non-availability of regular vacancies would be given ex-gratia payment calculated on the basis of compensation payable under Section 25-F of the Industrial Disputes Act, 1947. However, they will have no claim for re-employment as casual or otherwise in future.
- (xi) This will be a one time exercise only and will not be quoted as a precedent at any point of time, in future. Such of the casual labour whose names are borne on the existing pool and have not reported for work, despite written intimations during the preceding six months prior to notification of vacancies shall not get benefit from the aforesaid scheme.
- (xii) Indian Airlines Ltd., shall not be bound to offer any employment to any casual employees who is irregular in his attendance, fails to accept work when offered or is unsuitable for regular employment or who has been black listed being found involved in any un-desirable activity or theft or dishonesty.

12. I have heard the learned counsel for the parties and gone through the record. I have also gone through the written submissions filed by the parties.

13. The terms of the reference are very specific and they restrict the scope of the reference to the extent that as to whether the demands of Mumbai Mazdoor Sangh is

legal and justified for regularization of 1269 temporary workers with Indian Airlines and, if it is so, as to what relief is to be given to them. The demand as it stands is apparently not acceptable and cannot be held to be legal and justified in view of the recent pronouncements made by the Honourable Supreme Court and the High Court in the year 2006. For this, the reference may be made to the case, (i) Secretary, State of Karnataka and Ors vs. Umadevi and Others, 2006 (1) 252 Supreme Court Service Law Judgment page 480, (ii) State Bank of M. P. and Ors vs. Yogesh Chawan Dubey and Ors. 2006 (8) SCC page 67 and (iii) Accounts Officer (A & I) A.P.S.R.T.C. and Ors. vs. P. Chandra Sekhar Rao and Ors 2006 (8) SCC page 67. The Honourable Apex Court has held that the persons appointed on temporary/casual/contract basis without following with due process of selection as recognized by the relevant rules that continued for long years and some of them up to 10 years have no right to be permanently absorbed in the employment. Similarly the reference may also be made to the judgment of Honourable High Court of Calcutta in Civil Appeal No. 1347 of 1997 between Phani Bhusan Dutta vs. Indian Airlines decided on December 4, 1997, against which SLP had been preferred before the Honourable Supreme Court and the same resulted in dismissal. That being so the settled legal position, the workers under reference are not entitled under the law for regularisation or absorption permanently and hence, the reference is to be dismissed on the face of it.

14. However, before parting with the matter, I would like to mention some material facts and decide the points of controversies.

15. The first contention raised by the Indian Airlines is that the Union has no locus standi to espouse the dispute and to contest the reference. This plea appears to be on the face of it untenable in view of the fact that Union had been raising the demand from the very beginning since the year 1996; that it had been a party to the conciliation proceedings before the concerned Conciliation Officer; that it had been a party who filed the writ petition before the Honourable High Court of Bombay challenging the order of the Government for refusal to make the reference and lastly it had also contested another industrial dispute before CGIT-2, Mumbai against Indian Airlines and in that matter also the locus standi of the Union was upheld. It may further be observed that the Union has filed proof of membership of the workers and the same had never been in dispute from the side of the Company. In this view of the matter, the plea raised by the Company is altogether frivolous and is liable to be rejected.

16. The next contention raised by the Company is that the workers under reference are casual workers and they are bound by orders passed by the Honourable High Court of Bombay from time to time in different writ petitions. The Union has tried to contravert this contention by saying that the workers under reference were not parties

to the writ petition under which different orders have been passed and more particularly the consent order. I feel that the contention of the Union has got no force and it can be safely held to be governed by the directions made by the Honourable High Court of Bombay in the writ petitions. I further feel that it appears to be in the interest of the Union to agree to abide the orders of the Honourable High Court of Bombay. It may further be observed that 998 workers out of the 1,269 temporary workers under reference are already included in the pool. The dispute remains in respect of 271 workers only out of which 232 workers not included in the pool for working prior to 1-1-1993. I feel that they cannot be excluded if they are working much before 1-1-1993. Regarding 10 casual daily rated workers, it is admitted by Mr. Kamath that their records would be checked and if they are found OK, their names would be included in the pool. This admission sets right the controversy and the Company should include their names in the pool if their records of service are found to be OK. The nine casual daily rated workers are from outstation and for it the Company at Mumbai should ensure that Airports at outstations should comply with the directions immediately. The Company at Mumbai cannot shrug its responsibility by means of the aforesaid plea that they relate to outstations. Further, 20 workers are not included in the pool since they are engaged in other categories than Helpers. This plea too is meaningless since the order of the Honourable High Court of Bombay does not specifically relate to categories of helpers only. Hence, these 20 workers should also be included in the pool in the category in which they are working.

The scheme has been prepared by the Company in accordance with the direction of the Honourable High Court of Bombay. The scheme has actually been submitted before the Hon'ble High Courts and the same has been accepted in toto. The scheme has been quoted above *vide* para 11 by me. Despite the fact that the scheme has been accepted by the Honourable High Court, I find some lacunas in it. Firstly, it does not speak out of a time frame for implementation. It gives indefinite period to the Company to implement it. It is not desirable. Secondly, it says that notification would be issued inviting applications from casual employees for regular recruitment in accordance with the selection process under recruitment and promotion rules of the Company. No time frame has been given under which the recruitment is to be made. I feel that the Company is least interested in making any recruitment under the recruitment and promotion rules. This inference is open on account of the fact that the period of more than 5 years has lapsed but still no progress at all appears to be there for recruitment in accordance with the Recruitment and Promotion Rules of the Company. The Company is not to be permitted to take the plea that it is bound by the recruitment process under the law and hence, bar back door entry unless it shows its eagerness to recruitments under the recruitment and promotion rules of the Company.

It may also be observed that the directions issued by the Government from time to time are not being complied with in true spirit. The Company is still going ahead with providing the contract to an authorized contractor for employing contract labour in different departments at Mumbai as well as outstations which fact has been specifically admitted by Mr. Kamath in his evidence. This is not appreciable. It may further be observed that the payment for overtime is to be curbed but I find that no attention is being made by the Company towards it and it has still maintained the regular practise of giving the payment to the employees for overtime work thereby causing burden on the exchequer of the Company. The Company should avoid providing overtime wages to the workers and employ casual workers in that place to provide them job on rotation. Lastly, names shown in the pool do not have the father's name and address which may give rise to dispute and litigation. It should be rectified immediately.

18. Considering the entire record and keeping in mind the discussion made above, I conclude that the demand of the Union for regularization and permanent absorption with the Company is not justified. However the Company has to include the names of all the workmen under reference after verifying facts other than 998 workers whose names have already been included in the pool. The Company should endeavour to comply with the scheme expeditiously and provide employment to workmen under reference till regular recruitment.

An Award is made accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 19 फरवरी, 2007

का.आ. 748.-कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 स.34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 मार्च, 2007 को उस अधिनियम के रूप में नियत करती है जिसको उक्त अधिनियम के अनुसूची-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अनुसूची-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध हरियाणा के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

क्रम सं.	राजस्व ग्राम	हदबस्त संख्या	जिला
1.	पुर्ज काटियां	196	पंचकुला
2.	कुण्डी (सेक्टर-20)	366	पंचकुला
3.	चण्डी मंदिर	391	पंचकुला
4.	रत्तपुर	116	पंचकुला
5.	बाड़	135	पंचकुला
6.	कालका	393	पंचकुला
7.	पिंजौर	113	पंचकुला

[सं. एस-38013/06/2007-एस.एस.-1]

एस. दो. जेवियर, अवर सचिव

New Delhi, the 19th February, 2007

S.O. 748.—In Exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March, 2007 as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter-V and VI (except sub-section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Haryana namely :—

Sl. No.	Revenue Village	Had Bast No.	District
1.	Burj Kotian	196	Panchkula
2.	Kundi (Sector-20)	366	Panchkula
3.	Chandi Mandir	391	Panchkula
4.	Ratpur	116	Panchkula
5.	Bar	135	Panchkula
6.	Kalka	393	Panchkula
7.	Pinjore	113	Panchkula

[No. S-38013/06/2007-S.S. I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 27 फरवरी, 2007

का.आ. 749.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16 मार्च, 2007 को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

1. "नगर निगम, अमृतसर की सीमाओं के अन्तर्गत आने वाले सभी क्षेत्र सिवाय उनके जिन पर कर्मचारी राज्य बीमा योजना पहले से लागू है।"
2. "नगर निगम, जालन्धर की सीमाओं के अन्तर्गत आने वाले सभी क्षेत्र सिवाय उनके जिन पर कर्मचारी राज्य बीमा योजना पहले से लागू है।"
3. "नगर पालिका, पठानकोट की सीमाओं के अन्तर्गत आने वाले सभी क्षेत्र सिवाय उनके जिन पर कर्मचारी राज्य बीमा योजना पहले से लागू है।"

4. "नगर पालिका, कपूरथला की सीमाओं के अन्तर्गत आने वाले सभी क्षेत्र सिवाय उनके जिन पर कर्मचारी राज्य बीमा योजना पहले से लागू है।"
5. "नगर पालिका, मोगा की सीमाओं के अन्तर्गत आने वाले सभी क्षेत्र सिवाय उनके जिन पर कर्मचारी राज्य बीमा योजना पहले से लागू है।"
6. "नगर पालिका, होशियारपुर की सीमाओं के अन्तर्गत आने वाले सभी क्षेत्र सिवाय उनके जिन पर कर्मचारी राज्य बीमा योजना पहले से लागू है।"

[सं. एस-38013/07/2007-एस.एस.-1]

एस. दो. जेवियर, अवर सचिव

New Delhi, the 27th February, 2007

S.O. 749.—In Exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 16 March, 2007 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Section 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Punjab namely :—

1. "Areas within the limits of Municipal Corporation Amritsar except the areas already notified under ESI Scheme."
2. "Areas within the limits of Municipal Corporation Jalandhar except the areas already notified under ESI Scheme."
3. "Areas within the limits of Municipal Committee Pathankot except the areas already notified under ESI Scheme."
4. "Areas within the limits of Municipal Committee Kapurthala except the areas already notified under ESI Scheme."
5. "Areas within the limits of Municipal Committee Moga except the areas already notified under ESI Scheme."
6. "Areas within the limits of Municipal Committee Hoshiarpur except the areas already notified under ESI Scheme."

[No. S-38013/07/2007-S.S. I]

S. D. XAVIER, Under Secy.